City Council Meeting
SEPTEMBER 8, 2015

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
7:30 PM

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

A. National Payroll Week - ADP

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 08/24/2015)

B. Financial Management Report for the month ending July 31, 2015.

VI. PROJECT UPDATES

A. Conference Center/Hotel

B. City Center - Public

C. City Center - Private

VII. PUBLIC HEARING

A. PH-14-11 Alpharetta Downtown Design Guidelines - Ordinance (2nd Reading)
An Ordinance of the City of Alpharetta Adopting the Alpharetta Downtown Design Guidelines; Amending Section 16-44 of the Code of the City of Alpharetta Design Standards to Include the Alpharetta Downtown Design Guidelines; and Repealing all Ordinances or Parts of Ordinances in Conflict Herewith

B. PH-15-17 Historic Preservation Ordinance (2nd Reading)
An Ordinance Amending Article II of the Unified Development Code of the City of Alpharetta, Georgia to add a new Section 2.9, Entitled "Historic Preservation Incentive Zoning"; to Establish the Alpharetta Historic Preservation Commission; to Provide Procedures for the Designation of a Historic Property; to Provide Incentives and Allow Additional Uses for Designated Historic Properties; to Repeal Conflicting Ordinances; and for Other Purposes.

C. PH-15-19 – Northwinds Pkwy Ext/Road Abandonment (Clement Drive, Bailey Johnson Road, Manuel Lane Abandonment)

VIII. NEW BUSINESS

A. FY 2016 Milling and Resurfacing, ITB 16-001

B. Purchase of 2016 Entourage Ford F550 Passenger Vehicle

C. Public Safety Taser Replacement (Capital Lease)

D. Public Safety Vehicle Purchase

IX. WORKSHOP

X. PUBLIC COMMENT

XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION

A PROCLAMATION
BY THE MAYOR OF THE CITY OF ALPHARETTA
"NATIONAL PAYROLL WEEK"

WHEREAS: The American Payroll Association and its 23,000 members have launched a nationwide public awareness campaign which pays tribute to the more than 160 million people who work in the United States; and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS: National Payroll Week is designed to help workers in America to better understand issues related to the payroll and tax systems, as well as to educate payroll professionals and employers about important payroll-related regulatory and compliance issues; and

WHEREAS: Payroll professionals in **Alpharetta, Georgia** play a key role in maintaining the economic health of **Alpharetta**, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS: Payroll departments collectively spend more than $16 billion annually complying with a myriad of federal, state and local wage tax laws; and

WHEREAS: Payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS: Payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS: Payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at lesser costs to both governments and businesses.

NOW THEREFORE: I, David C. Belle Isle, Mayor of the City of Alpharetta do hereby declare the week in which Labor Day falls, to be proclaimed **"National Payroll Week"** and hereby give additional support to the people who work in the City of Alpharetta.

Proclaimed this 8th day of September, 2015.

David C. Belle Isle, Mayor

ATTEST: **Coty Thigpen, City Clerk**

THE CITY OF
ALPHARETTA
GEORGIA

PUBLIC HEARING & COUNCIL MEETING
AUGUST 24, 2015

2 Park Plaza
Council Chambers
7:30PM

Official Minutes

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

I. CALL TO ORDER

- *Mayor Belle Isle called the meeting to order at 7:30*

II. ROLL CALL

Members Present:

Mayor Belle Isle, Mayor Pro Tem Aiken, Council Members Cross (*arrived at 7:45) , Mitchell, Kennedy, and Gilvin

Members Absent:

Owens

Staff Present:

City Administrator Bob Regus, Assistant City Administrator James Drinkard, City Attorney Sam Thomas, City Clerk Coty Thigpen, Director of Public Works Pete Sewczwicz, Director of Community Development Kathi Cook, Director of Recreation and Parks Mike Perry, Director of Economic Development Peter Tokar

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 08/17/2015)

- *Council Member Kennedy offered a motion to approve the Consent Agenda*
  - *The motion was seconded by Council Member Gilvin*
  - *Motion approved (5-0)*

V. PROJECT UPDATES

A. Conference Center/Hotel

- City Administrator, Bob Regus, provided a brief update stating that Stormont Hospitality Group is busy with schematic design. Mr. Regus also advised that hoteliers have been notified about the penny increase that is to begin October 1st.

B. City Center - Public

- Recreation and Parks Director, Mike Perry, gave a brief report in regard to the town green fountain, stating that the warranty has been extended by 6 months and are working with sub-contractor to remedy the issues. Once current contract runs out, the plan is to re bid so as to get a neutral party to evaluate the issues.

C. City Center - Private

Public Comment
None

VI. PUBLIC HEARING

A. PH-15-10 Medical Office/Avalon

- Director of Community Development, Kathi Cook, came forward to present this item on behalf of staff
- The applicant submitted a public hearing application in order to meet a previous condition of zoning. The submitted request, if approved, will allow Trammell Crow to build a 38,000 square feet two story medical office for a mixture of tenants, on Parcel 1.
- This item was heard at the August 6th Planning Commission meeting. After discussion, the Commission unanimously recommended approval of the request.
- Staff recommends approval PH-15-10 Medical Office/Avalon with the following conditions:

1. Building use shall be office with a maximum of 38,000 sf.
2. Site plan and architecture shall require DRB approval.
3. Setbacks along Old Milton Parkway and Westside Parkway shall be as follows:

   35′ building setback with a 20′ landscape strip on Old Milton Parkway,

   30′ building setback with a 20′ landscape strip on Westside Parkway.

4. Loading docks, equipment areas, and parking shall be screened with final approval by Staff.
5. No service area shall be visible from Old Milton Parkway or Westside Parkway. Service areas along rear of outparcels shall be enclosed by screening walls. All dumpsters, telecommunications equipment, and mechanical equipment shall be screened from ground view.
6. Architecture shall be similar or complimentary to existing Avalon buildings with traditional style and 4-sides brick.
7. Provide Pedestrian connection to sidewalk along Old Milton Pkwy or Westside Pkwy with final approval by Staff.
8. A landscape berm shall be required to screen all parking areas from Old Milton Pkwy and Westside Pkwy with final approval by Staff.

9. Foundation plantings along the building elevation facing Old Milton Pkwy shall be provided. Ornamental/architectural trees and ornate planting beds shall be provided with final approval by Design Review Board.
10. The landscape strips along Old Milton Parkway and Westside Parkway shall be enhanced with a mixture of evergreen and deciduous trees, evergreen shrubs and groundcovers with final approval by Staff.

- The Applicant, Trammell Crow is requesting approval of a site plan in order to build a 2 story 38,000 square feet medical office building at the corner of Old Milton Parkway and Westside Parkway on parcel 1 with Avalon. The applicant submitted a public hearing application in order to meet a previous zoning condition.

- The current plan depicts the building situated in the middle of the parcel with parking on each side. The applicant was asked to move the building to the corner of Old Milton Parkway and Westside Parkway. They explained they could not due to the slope of the land. The site slopes nearly 10 feet from Westside Parkway down to the far east side, requiring a retailing wall at the corner approximately 8 feet in height. They are putting an 8 foot wall to hold the corner up. They also submitted a previous plan with drive way around the front of the building. We asked that drive be moved and they bring the building up closer to Old Milton Parkway and they followed that request.

- The property will have 4/1000 parking spaces or 146 spaces. The required parking is 190 spaces or 1/200. Using the reduction with MU zoning a 25% reduction for mixed use zoning equals 142 spaces so the 146 spaces will work.

- The architecture should primarily focus on Old Milton Parkway and have a significant architectural feature. The architecture should include significant architectural features along Old Milton Parkway. The architecture should be similar or complimentary to existing Avalon buildings with traditional style and 4-sides brick. The architecture and site shall be submitted to the DRB for approval.

- The traffic report shows that a Medical Office use gross trip generation is 1,373 trips per day. At the AM peak hour it would generate 93 trips per hour and the PM peak hour would generate 124 trips per hour.

- Staff's analysis finds that the requested site plan approval should not have an impact on the surrounding area. However, the building architecture will require a significant presence on Old Milton Parkway and Westside Parkway. All parking should be screened from view of Old Milton Parkway with landscaping and/or architectural features. Site and building architecture is subject to DRB approval.

- Don Rolader, attorney, came forward on behalf of the applicant, Trammel Crow

  - ❖ *Council Member Cross arrived at 7:45 p.m.*

- Drew Frederick of Trammel Crow, came forward to speak on behalf of the developer

- Jim Hamilton, came forward to speak to a few conditions

Public Comment

None

- *Council Member Kennedy offered a motion to approve PH-15-10 Medical Office/Avalon with 10 conditions that are outlined with a few minor changes:*
    - *Condition #1- increasing maximum square footage to 39,000 square feet*
    - *Condition #8 – striking reference to the berm, so that it just reads that landscaping shall be required*
  - *The motion was seconded by Council Member Mitchell with a friendly amendment to Condition #2- add 'and staff approval' to the end of the condition*
  - *Amendment accepted*
  - *Motion approved (6-0)*

B. PH-14-11 Alpharetta Downtown Design Guidelines - Ordinance (1st reading)
An ordinance of the City of Alpharetta Adopting the Alpharetta Downtown Design guidelines; Amending Section 16-44 of the Code of the City of Alpharetta design standards to include the Alpharetta Downtown Design Guidelines; and repealing all ordinances or parts of ordinances in conflict herewith

- Caleb Racicot, of TSW, came forward to provide of brief overview of the process thus far and detail key points within the Ordinance
- City Attorney, Sam Thomas, read the Ordinance aloud constituting a 1st reading

Public Comment

None

- *Council Member Kennedy offered a motion to approve the Ordinance*
  - *The motion was seconded by Council Member Cross*
  - *Motion approved (6-0)*

C. PH-15-17 Historic Preservation Ordinance (1st reading)
An Ordinance Amending Article II of the Unified Development Code of the City of Alpharetta, Georgia To Add a New Section 2.9, Entitled, "Historic Preservation Incentive Zoning"; To Establish the Alpharetta Historic Preservation Commission; To Provide Procedures for the Designation of a Historic Property; to provide incentives and allow additional uses for designated historic properties; To Repeal Conflicting Ordinances; and For Other Purposes.

- Director of Community Development, Kathi Cook, came forward to speak to the Ordinance
- Assistant City Attorney, Scott Hastey, came forward to answer questions posed by Mayor and Council
- City Attorney, Sam Thomas, read the Ordinance aloud, constituting a 1st reading

Public Comment

- Bonnie Steadman, 235 Pebble Trail, Alpharetta, GA, came forward to speak on this item

- Ben Hollingsworth, 4881 Hunters Oak Drive, Alpharetta, GA, came forward to speak on this item

- Connie Mashburn, 1245 Tuscany Court, Alpharetta, GA, came forward to speak on this item

- Ellen Windsor, 2190 Monroe Drive, Alpharetta, GA, came forward to speak on this item

❖ *Council Member Mitchell offered a motion to approve the Ordinance Amending Article II of the Unified Development Code of the City of Alpharetta, Georgia To Add a New Section 2.9, Entitled, "Historic Preservation Incentive Zoning"; To Establish the Alpharetta Historic Preservation Commission and the rest as read by the City Attorney*

- *The motion was seconded by Council Member Kennedy*
- *Council Member Cross offered a friendly amendment to section 2.9.7 part J(2) to add a phrase to the end of the sentence, allowing for a tabling up to 30 days, with the language as follows, ";provided, however, that such 45 day period may be extended by 30 days if tabled by the HPC."*

  Accepted by Mitchell and Kennedy
- *Motion approved (6-0)*

VII. OLD BUSINESS

None

VIII. NEW BUSINESS

A. Agreement with Alpharetta Convention and Visitors Bureau

- City Attorney explained that the agreement is in conjunction with the recent increase to the hotel/motel tax. The agreement allows us to partner with the AVCB to expend a portion of the funds on tourism. Per State law, the City must re-designate the AVCB as a legal recipient of funds and authorize the Mayor to enter into a new contract that shall reflect the updated terms.
- Mr. Thomas read the Resolution aloud

Public Comment

None

❖ *Council Member Mitchell offered a motion to approve the Resolution*

- *The motion was seconded by Council Member Cross*
- *Motion approved (6-0)*

B. Radio Replacement

- Deputy Director Wes McCall and Battalion Chief Carl Hall came forward to present this item on behalf of staff

- Staff requests approval of the purchase of 172 Motorola radios (multiple models) from Motorola Solutions (sole source provider of radios under the North Fulton Regional Radio System) at a total cost of $669,650.00 and authorize the Mayor to execute all necessary documents.

- The recommended purchase includes 132 units for the Fire Department (mobiles, portables and base stations) and 40 portable radios for Public Works. Replacement is necessary for compatibility with other radios on the North Fulton trunk when the system begins encryption, presently scheduled for late November 2015. These replacements were recognized in the original conversion plan but funding was deferred pending the outcome of *Assistance to Firefighters Grant* application submitted for the purpose. The grant was declined and the Department must now proceed with the purchase. Motorola Solutions is the City's sole source provider of radios. The company makes several models which have been evaluated and selected for the intended purposes. Portable radios to be used in Fire Suppression are built specifically for that application with features such as large controls for use with heavy gloves and heat and water resistance. Less ruggedized units were selected for other Fire applications such as Inspections, and units with fewer interoperability channels are recommended for personnel with little need for inter-jurisdiction communications such as Public Works staff.

- Radios for police personnel were purchased during FY 2015. Upon approval of this request, most of the City's radios will have been replaced with models that maximize the capabilities of the North Fulton Regional Radio System.

- The recommended purchase consists of the following units:

Portables (intrinsically safe)	39	@ $5,435.25*
Portables (broad interoperability)	18	@ $4,679.50*
Portables (limited interoperability)	96	@ $2,771.00*
Mobiles (vehicle-mounted)	12	@ $4,795.75*
Base Stations (fire stations)	6	@ $7,722.50**
Base Station (Public Works)	1	@ $3,544.25
Total Purchase		$669,650.00

*Unit cost after a quantity discount of $300.00 each.

**Unit cost after a quantity discount of $400.00 each.

Public Comment

None

- *Mayor Pro Tem Aiken offered a motion to approve the purchase of 172 Motorola radios (multiple models) from Motorola Solutions (sole source provider of radios under the North Fulton Regional Radio System) at a total cost of $669,650.00 and authorize the Mayor to execute all necessary documents.*

  - *The motion was seconded by Council Member Gilvin*

- *Motion approved (6-0)*

C. Big Creek Greenway Drainage Improvement, ITB 15-015

- Director of Public Works, Pete Sewczwicz, came forward to present this item

- Staff requests that Mayor and Council award Bid No. 15-015 to Tri Scapes, Inc. in the amount of $176,877.08 for the Big Creek Greenway Drainage Improvement Project and authorize the Mayor to execute all necessary documents.

- On November 4, 2014, City Council adopted a resolution providing approval to sign a contract agreement between the City and the Georgia Department of Natural Resources for the 2013 Land and Water Conservation Fund (LWCF) grant. This grant is to be used to make improvements to a section of the Big Creek Greenway approximately 450' north of Webb Bridge Road. This section of trail is approximately 175' in length and standing water can be found there for several days after a rain event.

- The award of this bid is for the construction of an elevated concrete walkway on top of the existing trail. The top of the elevated walkway will sit 15" above the existing trail and will have a 42" handrail along each edge. The existing greenway trail will ramp up to the top of the elevated section over 25', a slope of 5%. Drainage channels will be incorporated into the elevated walkway to permit water to flow.

- The Department of Public Works working with the Department of Recreation and Parks, prepared plans and specifications for the project and advertised for competitive bids on May 31, 2015. Bids for the project were received on June 18, 2015, and the City received a total of four bids from the following:

Tri Scapes, Inc.	$176,877.08
Georgia Development Partners, LLC	$196,709.50
Georgia Earth & Pipe, LLC	$224,500.00
Vertical Earth	$227,672.00

- The apparent low bidder, Tri Scapes, Inc. is an experienced contractor and has worked on numerous similar projects in the Metro-Atlanta area. The Department of Public Works reached out to three references (City of Dunwoody, City of Kennesaw, and City of Sandy Springs) for Tri Scapes, Inc. where similar scopes of work were performed. These references complimented Tri Scapes, Inc. for their workmanship and indicated that they would work with Tri Scapes, Inc. again in the future if given an opportunity. Additionally, Tri Scapes, Inc. is the current landscape maintenance contractor for Recreation and Parks. Tri Scapes, Inc. has consistently demonstrated an exceptional level of communication, performance, and workmanship on their contract with the Recreation and Parks Department.
- Staff met with Tri Scapes, Inc. on July 8, 2015 to review the scope of work and the City's expectations. Staff emphasized that the timely completion of the project is of great concern to the City given the popularity and usage of the Big Creek Greenway. Staff also verified that Tri Scapes would be able to pursue completion of this project and the Webb Bridge Park Water Quality Pond should they be awarded both contracts. Tri Scapes assured Staff that they could complete the project for the bid

amount, within the allocated time frame, and that sufficient resources would be allocated to each project to pursue the completion of both projects simultaneously without detriment to either project's timely completion.

- During the course of the pre-award meeting, the topic of conveying concrete to the work area was discussed. At that time, Tri Scapes was unable to provide a definitive answer as to how they would convey concrete from Webb Bridge Road to the work area. Staff followed up on this topic with Tri Scapes via email and was informed that they plan on line pumping the concrete. Thus, Staff determined Tri Scapes, Inc. to be the lowest responsive and responsible bidder.
- Once a contract with Tri Scapes, Inc. has been finalized and executed, construction can begin immediately and is expected to be complete within 14 calendar days from Notice to Proceed.
- Construction of this project will require the closure of the Big Creek Greenway north of Webb Bridge Road. Signage will be placed at the Marconi Drive trailhead and at the Webb Bridge Road culvert one week prior to start of construction advertising this closure.

Public Comment

None

❖ *Council Member Cross offered a motion to award Bid No. 15-015 to Tri Scapes, Inc. in the amount of $176,877.08 for the Big Creek Greenway Drainage Improvement Project and authorize the Mayor to execute all necessary documents*

- *The motion was seconded by Council Member Gilvin*
- *Motion approved (6-0)*

IX. WORKSHOP

None

X. PUBLIC COMMENT

None

XI. REPORTS

- Mayor Pro Tem Aiken announced that Jill Reynolds has vacated her seat and he would like an alternate to fill in
- Council Member Cross announced that Mike Tomy will be leaving his position as Chair of the Planning Commission in September, so there may be a need to make an appointment at that point
- Mayor Belle Isle appointed Jamie Bindall to the Recreation Commission
- Council Member Gilvin appointed Marc Gilber to Board of Zoning Appeals
- Mayor Belle Isle reminded everyone of the Alpharetta Rotary Fundraiser (Mayor's Corporate Challenge) on Thursday night at 7:00 pm in Downtown Alpharetta

XII. ADJOURNMENT

- *Mayor Belle Isle adjourned the meeting at 8:45 p.m*

Respectfully Submitted,

Coty Thigpen

Coty Thigpen, City Clerk

City Council Meeting
STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris, Finance Director
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT FOR THE MONTH ENDING JULY 31, 2015.

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending July 31, 2015 (period 1 of Fiscal Year 2016).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

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

In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments $5,000 and greater;
3. Purchase orders with an estimated cost between $5,000 and $50,000; and
4. Status of current year bids/RFPs.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Reports (July 2015)

City of Alpharetta, GA

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Thomas G. Harris, Finance Director

Phone: (678) 297-6094
Fax: (678) 297-6063
www.alpharetta.ga.us

Financial Management Reports

for the month ending
July 31, 2015
(Period 1 of 12 - unaudited)

Financial Management Reports
Fiscal Year 2016

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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR TGH

DATE: SEPTEMBER 8, 2015

RE: FINANCIAL MANAGEMENT REPORTS AS OF JULY 31, 2015

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending July 31, 2015.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year (FY 2015). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2016 revenues are budgeted at $58.5 million (net of Carryforward Fund Balance totaling $5 million). As of July 31, 2015, actual revenue collections total 5.6% or $3.3 million.

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

The FY 2016 budget for current year property taxes (non-motor vehicle) totals $18.8 million and is based on a billable digest of $3.9 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2015 based on staff forecasts of property values/appeals.

The actual digest for FY 2016, as provided by the Fulton County Board of Assessors, currently totals $4.3 billion (net of all exemptions/motor vehicle values). However, roughly 27%, or $1.3 billion, of the digest value is under appeal.

As it is still early, the budgetary estimate for FY 2016 property tax collections will remain at $18.8 million pending collection data and appeal write-down trends. While the city will collect property tax revenues in excess of budget, the estimate will not be adjusted until closer to the October 1st billing when the tax billing data is available and subject to review.

The Finance Department will continue to monitor revenues and provide updates on collection trends as they become available.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports.

As of July 31, 2015, city departments (not including General Government[1]) have encumbered and expensed 16%, or $8.3 million, of their FY 2016 budget appropriations. On a pure expenditure trend basis, FY 2016 is trending higher than FY 2015 due to a change by our actuary in the timing of the pension contribution (i.e. FY 2016 contribution was fully funded at the beginning of the fiscal year as opposed to FY 2015 which involved a combination of lump sum at the beginning of the fiscal year followed by a monthly payment).

Contingency: The General Fund contingency balance as of July 31, 2015 totals $538,676.

Special Revenue Funds (large funds only)

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

Hotel/Motel Fund: FY 2016 revenues are budgeted at $4.5 million with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau ($1.9 million or 43.3%); Alpharetta Business Community ($741,815 or 16.7%); and the city ($1.8 million or 40.0%). All current year collections have been distributed to the participating entities based on their proportionate share. Revenue received during fiscal year 2016 that was earned during fiscal year 2015 will be reclassified as part of the fiscal year 2015 accounting close process.

Effective October 1st 2015, the Hotel/Motel Tax is changed to 8% to fund tourist development including construction of a new convention center at the Avalon development.

E-911 Fund: FY 2016 revenues are budgeted at $3.8 million (net of carryforward fund balance totaling $634,600 for capital initiatives). As of July 31, 2015, the city has collected 13% or $508,231. Expenditures/encumbrances during the same time period total $963,131 and represent general operations, blanket purchase orders that will sustain operations/capital initiatives throughout the year, and one-time capital initiatives. There are no budget variances anticipated.

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

Debt Service Fund

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

FY 2016 revenues are budgeted at $3.3 million (net of carryforward fund balance totaling $847,232). As of July 31, 2015, actual revenue totaled less than 1% of budget and will remain low until property tax collections in December.

The FY 2016 budget for current year property taxes (non-motor vehicle) totals $3.2 million and is based on a billable digest of $4.4 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2015 based on staff forecasts of property values/appeals. The actual digest for FY 2016, as provided by the Fulton County Board of Assessors, currently totals $4.8 billion (net of all exemptions/motor vehicle values). However, roughly 27%, or $1.3 billion, of the digest value is under appeal

As it is still early, the budgetary estimate for FY 2016 property tax collections will remain at $3.2 million pending collection data and appeal write-down trends. While the city will collect property tax revenues in excess of budget, the estimate will not be adjusted until closer to the October 1st billing when the tax billing data is available and subject to review.

Grant Funds

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

Operating Grant Fund Detail (Fund 220): Available funding totals $73,808 and represents unspent project appropriations of $46,038 and a reserve for future projects (grant matches) of $27,770.

Capital Grants Fund Detail (Fund 340): Available funding totals $2.5 million and represents unspent capital project appropriations of $2.1 million and a reserve for future capital projects (grant matches) of $484,423.

Capital Project Funds

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

General Capital Project Fund Detail (Fund 301): Available city funding totals $13.8 million and represents unencumbered/unspent capital project appropriations of $11.4 million and a reserve for future capital projects of $2.4 million.

Available ABC (Alpharetta Business Community) funding totals $1.8 million and represents unencumbered/unspent capital project appropriations (sidewalk connectivity).

City Center Bond Fund (Fund 315): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2012. Available funding totals $193,660 and represents unencumbered/unspent capital project appropriations.

Enterprise Fund

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

Solid Waste Fund: FY 2015 revenues are currently budgeted at $3.3 million. As of July 31, 2015, the city has collected $878,253 which represents the 1st quarter billings and associated investment earnings. Expenditures/encumbrances during the same time period total $3.1 million and represent general operations and blanket purchase orders (e.g. sanitation hauler) that will sustain operations throughout the year. There are no budget variances anticipated at this time.

Other Items

Council Member Stipend Activity Listing: The FY 2016 budget includes appropriations of $9,000 for the Mayor and $5,000 for each City Council Post and the available balances as of July 31, 2015 are as follows:

		Budget	Expenditures (year-to-date)	Available Balance
Mayor:	David Belle Isle	$ 9,000	$ 61	$ 8,939
Post #1:	Donald Mitchell	$ 5,000	$ 660	$ 4,340
Post #2:	Mike Kennedy	$ 5,000	$ -	$ 5,000
Post #3:	Chris Owens	$ 5,000	$ 43	$ 4,957
Post #4:	Jim Gilvin	$ 5,000	$ 43	$ 4,957
Post #5:	Michael Cross	$ 5,000	$ 43	$ 4,957
Post #6:	D.C. Aiken	$ 5,000	$ 43	$ 4,957

Alpharetta Business Community (ABC)

ABC is a private sector non-profit organization which is governed by three directors (one of which is the City Administrator). Approximately 16.7% of hotel/motel taxes generated within the city are remitted to ABC for the express purposes of investing in system improvements to bicycle or pedestrian greenways, trails, walkways or any combination thereof that connect hotels to downtown. For eligible projects, the city provides the staff resources and ABC funds the design/construction costs. As such, ABC projects are specifically reported in its own section within the attached General Capital Project Fund Detail (Fund 301) report. As of July 31, 2015, the city reflects ABC projects totaling $2.8 million in appropriations.

Development Authority (Component Reporting Unit)

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.

The following section pertains to information detailed within the attached Alpharetta Development Authority Financial Statements. As of July 31, 2015, the Development Authority has $72,802 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 of Alpharetta.

Other reports included with this packet are as follows:

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

Cc: Printed Distribution (City Council Agenda)
Electronic Distribution (city's website)

GENERAL FUND

Revenue Report

CITY OF ALPHARETTA

Financial Management Reports
General Fund (Unaudited)
Revenue Summary and Collection Comparison
For the month ended July 31, 2015

	Current Fiscal Year					Prior Fiscal Year		
	2016 Budget	2016 YTD	% Collected	2016 Estimated	Variance	2015 Actual	2015 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	$ 18,800,000	$ -	0.0%	$ 18,800,000	$ -	$ 18,627,480	$ -	0.0%
Delinquent	249,500	6,915	2.8%	249,500	-	287,300	21,134	7.4%
Motor Vehicle Tax	300,000	32,143	10.7%	300,000	-	503,755	50,989	10.1%
Motor Vehicle Title Fee	1,000,000	90,201	9.0%	1,000,000	-	1,221,116	60,625	5.0%
Local Option Sales Tax	14,700,000	1,271,867	8.7%	14,700,000	-	13,485,914	1,189,943	8.8%
Franchise Tax	6,440,000	486,865	7.6%	6,440,000	-	6,094,355	48,368	0.8%
Insurance Premium Tax	3,150,000	-	0.0%	3,150,000	-	3,101,250	-	0.0%
Alcohol Beverage Excise Tax	1,850,000	193,987	10.5%	1,850,000	-	1,803,707	162,957	9.0%
Building Permit Fees	1,100,000	132,711	12.1%	1,100,000	-	1,891,794	104,428	5.5%
Business and Occupational Tax	1,000,000	11,227	1.1%	1,000,000	-	1,058,279	8,475	0.8%
Municipal Court Fines	2,400,000	216,799	9.0%	2,400,000	-	2,418,607	305,943	12.6%
Recreation/Special Event Fees	2,007,000	325,529	16.2%	2,027,637	20,637	2,055,931	258,112	12.6%
Hotel/Motel Tax (City portion)	1,780,000	171,606	9.6%	1,780,000	-	1,686,462	-	0.0%
subtotal	$ 54,776,500	$ 2,939,849	5.4%	$ 54,797,137	$ 20,637	$ 54,235,950	$ 2,210,973	4.1%
Other Revenues	3,701,370	328,140	8.9%	3,707,853	6,483	4,312,551	207,883	4.8%
Total Revenues	$ 58,477,870	$ 3,267,989	5.6%	$ 58,504,990	$ 27,120	$ 58,548,501	$ 2,418,856	4.1%
Carryforward Fund Balance	5,018,236							

THE CITY OF ALPHARETTA GEORGIA

GENERAL FUND

Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports

General Fund (unaudited)

Expenditure Summary by Department

For the month ended July 31, 2015

	Current Fiscal Year						Prior Fiscal Year		
	2016 Budget	2016 Encumbrances	2016 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2015 Exp. (Total)	2015 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	$ 350,069	$ 1,206	$ 33,529	$ 315,334	9.9%	9.6%	$ 303,638	$ 31,130	10.3%
City Administration	2,056,082	48,138	340,295	1,667,649	18.9%	16.6%	2,709,731	241,273	8.9%
Finance	3,160,975	126,632	549,382	2,484,961	21.4%	17.4%	2,939,406	450,407	15.3%
City Attorney	525,000	-	-	525,000	0.0%	0.0%	198,767	-	0.0%
Information Technology	1,523,355	27,093	183,930	1,312,332	13.9%	12.1%	1,463,543	136,644	9.3%
Human Resources	395,114	3,747	29,805	361,562	8.5%	7.5%	376,094	19,525	5.2%
Municipal Court	1,052,500	226,828	88,598	737,074	30.0%	8.4%	967,602	83,781	8.7%
Public Safety	25,385,562	608,208	2,744,336	22,033,019	13.2%	10.8%	24,198,198	2,142,430	8.9%
Public Works	7,941,386	708,327	546,771	6,686,288	15.8%	6.9%	7,073,951	460,973	6.5%
Recreation & Parks	8,289,002	1,046,333	692,007	6,550,662	21.0%	8.3%	6,660,341	563,307	8.5%
Community Development	2,391,485	69,144	244,415	2,077,927	13.1%	10.2%	2,335,213	218,246	9.3%
subtotal	$ 53,070,530	$ 2,865,656	$ 5,453,067	$ 44,751,808	15.7%	10.3%	$ 49,226,484	$ 4,347,715	8.8%
General Government:									
Non-Departmental	$ 45,000	$ -	$ -	$ 45,000	0.0%	0.0%	$ 45,000	$ 10,000	22.2%
Insurance Premiums (Risk)	607,000	-	50,583	556,417	8.3%	8.3%	545,000	45,417	8.3%
Gwinnett Tech Bond P&I	290,340	-	-	290,340	0.0%	0.0%	288,640	-	0.0%
Transfer(s) to other Funds	8,943,236	-	745,270	8,197,966	8.3%	8.3%	7,467,112	622,259	8.3%
Contingency	540,000	1,324	-	538,676	0.2%	0.0%	215,689	(9,595)	-4.4%
subtotal	$ 10,425,576	$ 1,324	$ 795,853	$ 9,628,399	7.6%	7.6%	$ 8,561,441	$ 668,081	7.8%
Total Expenditures	$ 63,496,106	$ 2,866,980	$ 6,248,920	$ 54,380,206	14.4%	9.8%	$ 57,787,925	$ 5,015,796	8.7%

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CITY OF ALPHARETTA

Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
For the month ended July 31, 2015

	Current Fiscal Year						Prior Fiscal Year		
	2016 Budget	2016 Encumbrances	2016 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2015 Exp. (Total)	2015 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	$ 23,485,649	$ -	$ 1,158,503	$ 22,327,146	4.9%	4.9%	$ 22,419,078	$ 1,175,737	5.2%
Holiday Leave	1,013,494	-	91,056	922,438	9.0%	9.0%	905,464	93,696	10.3%
Overtime	974,999	-	69,329	905,670	7.1%	7.1%	1,118,654	52,946	4.7%
Group Insurance	7,155,526	-	846,344	6,309,182	11.8%	11.8%	6,159,203	816,181	13.3%
FICA and Social Security	1,945,279	-	91,271	1,854,008	4.7%	4.7%	1,758,684	93,338	5.3%
Defined Benefit Pension	2,276,470	-	2,276,470	-	100.0%	100.0%	2,176,654	1,135,646	52.2%
401(A) Retirement/Match	1,377,726	-	112,309	1,265,417	8.2%	8.2%	1,354,743	102,704	7.6%
(2) Other	771,021	-	61,626	709,395	8.0%	8.0%	690,420	54,351	7.9%
subtotal	$ 39,000,164	$ -	$ 4,706,909	$ 34,293,255	12.1%	12.1%	$ 36,582,901	$ 3,524,599	9.6%
Maintenance & Operations:									
Professional Services	$ 2,143,065	$ 742,444	$ 230,238	$ 1,170,383	45.4%	10.7%	$ 1,974,422	$ 118,327	6.0%
Legal Services	525,000	-	-	525,000	0.0%	0.0%	198,767	-	0.0%
Vehicle Fuel/Maintenance	1,254,300	-	1,920	1,252,380	0.2%	0.2%	1,069,796	64,272	6.0%
Maintenance Contracts	2,219,380	1,147,598	43,261	1,028,520	53.7%	1.9%	1,914,203	24,226	1.3%
IT Professional Services	1,312,726	592,192	174,952	545,582	58.4%	13.3%	1,183,224	260,787	22.0%
General Supplies	978,606	180,887	45,002	752,717	23.1%	4.6%	988,922	78,963	8.0%
Utilities	2,629,275	-	32,155	2,597,120	1.2%	1.2%	2,408,368	36,911	1.5%
Other	2,409,440	198,340	217,980	1,993,120	17.3%	9.0%	2,386,672	239,630	10.0%
subtotal	$ 13,471,792	$ 2,861,461	$ 745,508	$ 9,864,823	26.8%	5.5%	$ 12,124,374	$ 823,116	6.8%
Capital:									
OSSI/Fire Truck Leases	$ 357,676	$ -	$ -	$ 357,676	0.0%	0.0%	$ 295,926	$ -	0.0%
Software Leases	183,698	-	-	183,698	0.0%	0.0%	181,877	-	0.0%
Other	57,200	4,195	649	52,356	8.5%	1.1%	41,406	-	0.0%
subtotal	**$ 598,574**	**$ 4,195**	**$ 649**	**$ 593,730**	**0.8%**	**0.1%**	**$ 519,209**	**$ -**	**0.0%**
General Government:									
Non-Departmental	$ 45,000	$ -	$ -	$ 45,000	0.0%	0.0%	$ 45,000	$ 10,000	22.2%
Insurance Premiums (Risk)	607,000	-	50,583	556,417	8.3%	8.3%	545,000	45,417	8.3%
Gwinnett Tech Bond P&I	290,340	-	-	290,340	0.0%	0.0%	288,640	-	0.0%
Transfer(s) to other Funds	8,943,236	-	745,270	8,197,966	8.3%	8.3%	7,467,112	622,259	8.3%
Contingency	540,000	1,324	-	538,676	0.2%	0.0%	215,689	(9,595)	-4.4%
subtotal	$ 10,425,576	$ 1,324	$ 795,853	$ 9,628,399	7.6%	7.6%	$ 8,561,441	$ 668,081	7.8%
Total Expenditures	$ 63,496,106	$ 2,866,980	$ 6,248,920	$ 54,380,206	14.4%	9.8%	$ 57,787,925	$ 5,015,796	8.7%

Notes:

(1) Includes the following components: regular salaries, temporary and seasonal salaries, and separation payout.

(2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.

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THE CITY OF ALPHARETTA GEORGIA

GRANT FUNDS

Revenue & Expenditure Reports

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of July 31, 2015

		Project Snapshot		FY 2015					
Account #	Project	Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2015 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining
Revenues									
Public Safety									
22031150-331110- G0029	2013 Electronics Crime Task Force	$ 3,000	$ 3,000	$ -	$ -	$ -	$ -		$ -
22031150-331150- G1301	Bicycle Safety (GOHS 2013)	27,900	23,029	4,871	-	4,871	-		4,871
22031150-331150- G1402	Bicycle Safety (GOHS 2014)	14,701	14,550	151	-	151	-		151
22031150-331110- G1404	2014 Electronic Crime Taskforce	1,750	-	1,750	-	1,750	-		1,750
22031150-371000- G1407	BAC Pedal Car Walmart 2013	2,500	2,500	-	-	-	-		-
22031150-331110- G1500	2014 Bulletproof Vest Grant (DOJ)	12,494	-	12,494	-	12,494	1,625		10,869
	subtotal	*$ 62,345*	*$ 43,079*	*$ 19,266*	*$ -*	*$ 19,266*	*$ 1,625*		*$ 17,641*
Recreation and Parks									
22061150-371000- G1105	Camp Happy Hearts	$ 30,125	$ 29,825	$ 300	$ -	$ 300	$ -		$ 300
22061150-334150 G1401	Fresh Grant Special Needs	28,520	21,520	7,000	-	7,000	-		7,000
22061150-3334150 G1601	Camp Happy Hearts	8,000	-	8,000	-	8,000	8,000		-
	subtotal	*$ 66,645*	*$ 51,345*	*$ 15,300*	*$ -*	*$ 15,300*	*$ 8,000*		*$ 7,300*
General Government									
22090200-391100	Transfer-In from the General Fund (Match)			$ -	$ -	$ -	$ -		$ -
22090200-395000	Carryforward Fund Balance			59,680	-	59,680	-		59,680
	subtotal			*$ 59,680*	*$ -*	*$ 59,680*	*$ -*		*$ 59,680*
	Total			$ 94,246	$ -	$ 94,246	$ 9,625		$ 84,621

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of July 31, 2015

Account #		Project	Project Snapshot: Total Project Authorization	Project Snapshot: Prior Year Collections/ Expenditures	FY 2015: Carryforward Budget	FY 2015: FY 2015 Appropriations	FY 2015: Total Budget	FY 2015: Collections/ Expenditures	FY 2015: Encumbrances	Remaining
Expenditures										
Public Safety										
22031150-531600-	G0029	2013 Electronic Crime Task Force	$ 3,000	$ 2,000	$ 1,000	$ -	$ 1,000	$ -	$ -	$ 1,000
22031150-531100-	G1301	Bicycle Safety (GOHS 2013)	26,210	21,564	4,646	-	4,646	-	-	4,646
22031150-523500-	G1301	Bicycle Safety (GOHS 2013) - Employee Travel	1,090	1,090	-	-	-	-	-	-
22031150-523700-	G1301	Bicycle Safety (GOHS 2013) - Employee Training	600	450	150	-	150	-	-	150
22031150-531100-	G1402	Supplies (GOHS 2014)	10,486	10,484	2	-	2	-	-	2
22031150-523700-	G1402	Training (GOHS 2014)	995	848	147	-	147	-	-	147
22031150-523500-	G1402	Travel (GOHS 2014)	3,219	3,219	-	-	-	-	-	-
22031150-531600-	G1404	2014 Electronic Crime Taskforce	1,751	1,550	201	-	201	-	-	201
22031150-531600-	G1407	BAC Pedal Car Walmart 2013	2,500	521	1,979	-	1,979	-	-	1,979
22031150-542100-	G1500	2014 Bulletproof Vext Grant (DOJ)	24,988	4,550	20,438	-	20,438	-	20,438	-
		subtotal	*$ 74,839*	*$ 46,276*	*$ 28,563*	*$ -*	*$ 28,563*	*$ -*	*$ 20,438*	*$ 8,125*
Recreation and Parks										
22061150-531100-	G1105	Camp Happy Hearts	$ 37,831	$ 13,299	$ 24,532	$ -	$ 24,532	$ -	$ -	$ 24,532
22061150-521200-	G1401	Fresh Grant Special Needs	14,349	8,472	5,877	-	5,877	-	-	5,877
22061150-521200	G1600	Camp Happy Hearts District 1	463	-	463	-	463	-	-	463
22061150-522310	G1600	Camp Happy Hearts District 1	297	-	297	-	297	-	-	297
22061150-522320	G1600	Camp Happy Hearts District 1	2,062	-	2,062	-	2,062	-	-	2,062
22061150-531100	G1600	Camp Happy Hearts District 1	718	-	718	-	718	-	-	718
22061150-521200	G1601	Camp Happy Hearts District 2	541	-	541	-	541	-	-	541
22061150-522310	G1601	Camp Happy Hearts District 2	346	-	346	-	346	-	-	346
22061150-522320	G1601	Camp Happy Hearts District 2	2,406	-	2,406	-	2,406	-	-	2,406
22061150-531100	G1601	Camp Happy Hearts District 2	671	-	671	-	671	-	-	671
		subtotal	*$ 59,684*	*$ 21,771*	*$ 37,913*	*$ -*	*$ 37,913*	*$ -*	*$ -*	*$ 37,913*
Non-Allocated										
(1) 22090200-579000		Reserve for City Grant Matches			$ 27,770	$ -	$ 27,770	$ -	$ -	$ 27,770
	(2)	FRESH Grant			-	-	-	-	-	-
	(3)	FY 2013 UASI Citizens Corps Grant			-	-	-	-	-	-
	(4)	2015 Bulletproof Vest Partnership Program (US DOJ)			-	-	-	-	-	-
		subtotal			*$ 27,770*	*$ -*	*$ 27,770*	*$ -*	*$ -*	*$ 27,770*
		Total			$ 94,246	$ -	$ 94,246	$ -	$ 20,438	$ 73,808

Notes:

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

(2) City Council accepted the grant funding. Awaiting award documentation from Grantor. Total Grant = $21,800 (no local match).

(3) City Council accepted the grant funding. Awaiting award documentation from Grantor. Total Grant = $6,929.77 (no local match).

(4) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $20,300 ($10,150 from US DOJ; $10,150 in City match funding).

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of July 31, 2015

		Project Snapshot		FY 2016					
Account #	Project	Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Collections/ Expenditures	Encumbrances	Remaining
Revenue									
Public Works									
34041100-334310- C1219	Milling & Resurfacing (LMIG)	$ 839,179	$ 839,179	$ -	$ -	$ -	$ -		$ -
34041100-334310- C1439	SR 400/Old Milton Pkwy Turn Lane (2014 LMIG)	200,000	200,000	-	-	-	-		-
34041100-331350- C1525	SR9 Operational Improvements	978,229	25,289	952,940	-	952,940	75,967		876,973
34041100-331350- G0018	Encore Parkway Greenway Connection (Transportation Enhancement Grant)	800,000	-	800,000	-	800,000	-		800,000
34041100-336101- G1107	LCI Main Street Improvements (MARTA Offset Fund)	1,050,003	430,901	619,102	-	619,102	182		618,920
34041100-331350- G1220	SR9 @ Vaughn Drive (FED/PFA0010870)	440,000	69,399	370,601	-	370,601	-		370,601
34041100-334310- G1220	SR9 @ Vaughan Drive (GDOT/PFA0010870)	107,001	2,886	104,115	-	104,115	-		104,115
34090200-371000 G1109	Encore Pkwy Improvements (Cousins Properties)	54,469	54,469	-	-	-	-		-
34041100-331310 G1602	EPA Stormwater Equipment	29,100	-	29,100	-	29,100	-		29,100
	subtotal	*$ 4,497,982*	*$ 1,622,124*	*$ 2,875,858*	*$ -*	*$ 2,875,858*	*$ 76,149*		*$ 2,799,709*
Recreation and Parks									
34061150-331350- G1217	GA 400 Bicycle Expressway Project	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ -		$ 500,000
34061150-331350- G1502	Land/Water Conservation Fund (2013)	80,000	-	80,000	-	80,000	-		80,000
	subtotal	*$ 580,000*	*$ -*	*$ 580,000*	*$ -*	*$ 580,000*	*$ -*		*$ 580,000*
General Government									
34090200-391100	Transfer-In from the General Fund (Match)			$ -	$ -	$ -			$ -
34090200-395000	Carryforward Fund Balance			302,728	-	302,728	-		302,728
	subtotal			*$ 302,728*	*$ -*	*$ 302,728*	*$ -*		*$ 302,728*
	Total			$ 3,758,586	$ -	$ 3,758,586	$ 76,149		$ 3,682,437

CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of July 31, 2015

Account #		Project	Project Snapshot: Total Project Authorization	Project Snapshot: Prior Year Collections/ Expenditures	FY 2016: Carryforward Budget	FY 2016: FY 2016 Appropriations	FY 2016: Total Budget	FY 2016: Collections/ Expenditures	FY 2016: Encumbrances	Remaining
Expenditures										
Public Works										
34041100-541410-	C1219	Milling & Resurfacing (LMIG)	$ 839,180	$ 801,558	$ 37,622	$ -	$ 37,622	$ -	$ 37,622	$ 0
34041100-541410-	C1439	SR 400/Old Milton Pkwy Turn Lane (2014 LMIG)	200,001	199,421	580	-	580	-	-	580
34041100-541410-	C1525	SR9 Operational Improvements	707,925	111,256	596,669	-	596,669	-	596,669	0
34041100-541510-	G0018	Encore Parkway Greenway Connection (Transportation Enhancement Grant	800,000	-	800,000	-	800,000	-	-	800,000
34041100-521200-	G1107	LCI Main Street Improvements (MARTA Offset Fund)	447,401	432,901	14,500	-	14,500	-	2,870	11,630
34041100-541420-	G1107	LCI Main Street Improvements	590,454	4,412	586,042	-	586,042	-	586,042	0
34041100-541410-	G1109	Encore Pkwy Improvements (LCI Transportation Implementation Grant)	54,469	-	54,469	-	54,469	-	-	54,469
34041100-541410-	G1220	SR9 @ Vaughan Drive (PFA 0010870)	550,001	75,285	474,716	-	474,716	-	-	474,716
34041100-542100	G1602	EPA Stormwater Equipment	52,910	-	52,910	-	52,910	-	-	52,910
		subtotal	*$ 4,242,341*	*$ 1,624,833*	*$ 2,617,508*	*$ -*	*$ 2,617,508*	*$ -*	*$ 1,223,202*	*$ 1,394,306*
Recreation and Parks										
34061150-541420-	G1217	GA 400 Bicycle Expressway Project	$ 500,000	$ -	$ 500,000	$ -	$ 500,000	$ -	$ -	$ 500,000
34061150-541510	G1502	Land/Water Conservation Fund (2013)	160,000	3,345	156,655	-	156,655	-	-	156,655
		subtotal	*$ 660,000*	*$ 3,345*	*$ 656,655*	*$ -*	*$ 656,655*	*$ -*	*$ -*	*$ 656,655*
Non-Allocated										
(1) 34090200-579000		Reserve for City Grant Matches			$ 315,258	$ -	$ 315,258	$ -	$ -	$ 315,258
	(2)	*Encore Parkway Improvements (LCI Transportation Implementation)*			-	-	-	-	-	-
	(3)	*Downtown Sidewalk Improvements (ADA Compliance; 2015-17 CDBG)*			-	-	-	-	-	-
	(4)	*Old Milton Parkway Sidewalks (Reallocation of 2011 TE Grant Funds)*			125,000	-	125,000	-	-	125,000
	(5)	*Cardiac Monitors/Ballistic Protective Equip. (Assistance to FF Grant)*			20,355	-	20,355	-	-	20,355
	(6)	*Stormwater Camera Inspection System (EPA Grant)*			23,810	-	23,810	-	-	23,810
	(7)	*Milling & Resurfacing (2016 LMIG)*			-	-	-	-	-	-
	(8)	*COA Community Voices Project (Regional Public Arts Grant Program)*			-	-	-	-	-	-
	(9)	*Bicycle safety initiatives (2016 Governor's Highway Safety Grant)*			-	-	-	-	-	-
		subtotal			*$ 484,423*	*$ -*	*$ 484,423*	*$ -*	*$ -*	*$ 484,423*
		Total			$ 3,758,586	$ -	$ 3,758,586	$ -	$ 1,223,202	$ 2,535,384

Notes:

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

(2) City Council approved the application for submission. Application approved by Grantor. Total Project Construction = $11,000,000 ($4,400,000 from the North Fulton CID; $4,000,000 in LCI grant funding; $800,000 in Transportation Enhancement grant funding, and $1,800,000 in City match funding (City/ABC).

(3) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $150,000 ($150,000 in grant funding over 3 year period (2015-2017); no City match).

(4) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $625,000 ($500,000 reallocation of GDOT Grant funds currently appropriated to Project G1217; $125,000 in City match funding).

(5) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $203,550 ($183,195 in grant funding from the Federal Emergency Management Agency; $20,355 in City match funding).

(6) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $52,910 ($29,100 from US EPA; $23,810 in City match funding).

(7) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $538,115.99 ($413,935.38 from LMIG; $124,180.61 match in Capital Project Fund).

(8) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $40,000 ($15,000 from ARC Grant; $25,000 match in Capital Project Fund).

(9) City Council approved the application for submission. Awaiting award determination by Grantor. Total Project = $67,473 (no city match requirement).

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

As of July 31, 2015

		Project Snapshot		FY 2016					
Account #	Project	Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Administration									
30113230-544100- C1130	Downtown Façade Grant Program	$ 144,593	$ 83,550	$ 11,043	$ 50,000	$ 61,043	$ -	$ -	$ 61,043
30113230-544100- C1300	Economic Development Initiatives	63,759	34,435	4,324	25,000	29,324	-	-	29,324
30113230-544100- C1301	Community Branding Initiatives	100,001	88,872	11,129	-	11,129	-	-	11,129
30113230-544200- C1328	Downtown Banners	15,000	12,161	2,839	-	2,839	-	-	2,839
30113230-544400- C1404	Website Upgrade	130,001	96,647	33,354	-	33,354	-	33,154	200
30113230-544200- C1500	Downtown Seasonal Improvements (City Ctr)	25,000	24,494	506	-	506	-	506	0
30113230-544300- C1501	Alpharetta History Room Design Svcs (City Ctr)	40,000	-	40,000	-	40,000	-	-	40,000
30113230-544100- C1502	Shop-Local Initiative for Downtown	7,501	4,857	2,644	-	2,644	-	-	2,644
30113230-544200- C1527	Veterans Memorial	92,835	46,277	46,558	-	46,558	-	-	46,558
30113230-544100- C1538	Arts Center Feasibility Study	27,212	-	27,212	-	27,212	-	19,772	7,440
30113230-544100- C1600	Downtown Sculpture	90,000	-	15,000	75,000	90,000	-	-	90,000
30113230-544100 C1601	Economic Development Toolkit	75,000	-	-	75,000	75,000	-	-	75,000
30113230-544200 C1614	Senior Citizen History Project	25,000	-	-	25,000	25,000	-	-	25,000
	subtotal	$ 835,901	$ 391,292	$ 194,609	$ 250,000	$ 444,609	$ -	$ 53,432	$ 391,177
Finance									
30115150-542400- C1101	Archive Filing & Scanning	$ 25,000	$ 14,191	$ 10,809	$ -	$ 10,809	$ -	$ -	$ 10,809
30115150-542400- C1102	Finance Software Improvement	94,122	56,885	37,237	-	37,237	-	14,576	22,661
30115150-542400- C1141	Tyler ERP System	805,000	742,082	62,918	-	62,918	-	2,500	60,418
	subtotal	$ 924,122	$ 813,158	$ 110,964	$ -	$ 110,964	$ -	$ 17,076	$ 93,888
Information Technology									
30117400-542400 C0900	Cisco Date Network	$ 300,000	$ -	$ -	$ 300,000	$ 300,000	$ -	$ -	$ 300,000
30117400-542400- C0903	Data Center (Test Equip. & Software)	112,381	112,282	99	-	99	-	99	0
30117400-542400- C1000	GIS Aerial Mapping	50,001	19,128	30,873	-	30,873	-	-	30,873
30117400-542400- C1103	Network and VOIP	416,401	415,449	952	-	952	-	191	761
30117400-542400- C1105	Fiber Connectivity Phase I	45,001	37,677	7,324	-	7,324	3,785	600	2,939
30117400-542400- C1312	Backup Data Storage Management	290,000	120,000	-	170,000	170,000	-	-	170,000
30117400-542400- C1313	Technology Replacement (recurring)	1,062,363	649,838	112,525	300,000	412,525	335	31,905	380,285
30117400-542400- C1400	PW Data Center Server Replacement	210,001	197,868	12,133	-	12,133	-	9,635	2,498
30117400-542100 C1518	PW Data Center Generator/Air Conditioner	125,001	109,326	15,675	-	15,675	12,106	-	3,569
30117400-542400 C1519	Wireless Access Point Deployment	30,000	28,096	1,904	-	1,904	-	-	1,904
30117400-542400 C1615	App/Desktop Virtualization	90,000	-	-	90,000	90,000	-	-	90,000
	subtotal	$ 2,731,149	$ 1,689,664	$ 181,485	$ 860,000	$ 1,041,485	$ 16,226	$ 42,430	$ 982,829

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

As of July 31, 2015

Account #		Project	Project Snapshot: Total Project Authorization	Project Snapshot: Prior Year Expenditures	FY 2016: Carryforward Budget	FY 2016: FY 2016 Appropriations	FY 2016: Total Budget	FY 2016: Expenditures	FY 2016: Encumbrances	Funds Available
Public Safety										
30131150-542200-	C1202	Public Safety Fleet (recurring)	$ 6,444,034	$ 5,295,688	$ 463,346	$ 685,000	$ 1,148,346	$ 5,397	$ 100,426	$ 1,042,524
30131150-542400-	C1205	Security Camera System Expansion	50,001	1,092	48,909	-	48,909	-	4,419	44,490
30131150-541300	C1229	PS Roof Repair/Replacement	32,000	-	-	32,000	32,000	-	-	32,000
30131150-542100-	C1315	Cardiac Monitor Replacement	112,000	-	52,000	60,000	112,000	-	-	112,000
30131150-542100	C1401	PS Equipment Replacement	264,470	170,871	4,599	89,000	93,599	-	2,125	91,474
30131150-541300	C1609	PS Headquarters Improvements	221,000	-	-	221,000	221,000	-	-	221,000
		subtotal	$ 7,123,505	$ 5,467,651	$ 568,854	$ 1,087,000	$ 1,655,854	$ 5,397	$ 106,970	$ 1,543,488
Public Works										
30141100-541510-	C0005	Encore Parkway Greenway Connection	$ 202,811	$ 107,180	$ 95,631	$ -	$ 95,631	$ -	$ -	$ 95,631
30141100-541410-	C0041	Traffic Signal Interconnect	958,596	708,595	198,489	51,512	250,001	-	17,050	232,951
30141100-541200-	C0910	Tree Replacement Fund	597,031	326,098	270,933	-	270,933	-	7,980	262,953
30141100-541200-	C1008	Cemetery Authority - Maintenance	521,498	112,607	408,891	-	408,891	-	10,120	398,771
30141100-541410-	C1207	Bridge Maintenance (recurring)	1,260,002	950,994	309,008	-	309,008	-	28,060	280,948
30141100-541410-	C1208	Mast Arm Maintenance (recurring)	507,558	445,174	62,384	-	62,384	-	10	62,374
30141100-541410-	C1215	Striping & Signage (recurring)	1,736,135	1,441,727	119,408	175,000	294,408	-	85,467	208,941
30141100-541430-	C1216	Storm/Drainage Repair & Maintenance (recurring)	901,213	611,049	90,164	200,000	290,164	64	64,331	225,769
30141100-541410-	C1217	Traffic Calming Equipment/Intersection Safety Improvements (recurring)	480,165	435,003	10,162	35,000	45,162	-	284	44,878
30141100-541410-	C1218	Traffic Signal System Maintenance (recurring)	246,491	198,991	12,500	35,000	47,500	-	11,767	35,734
30141100-541410-	C1219	Milling & Resurfacing (recurring)	12,254,129	10,740,408	13,721	1,500,000	1,513,721	186	13,106	1,500,429
30141100-541410-	C1220	Traffic Control Equipment (recurring)	1,414,000	1,267,730	71,270	75,000	146,270	-	32,575	113,695
30141100-541410-	C1221	Design Services (recurring)	681,119	545,826	25,293	110,000	135,293	-	4,400	130,893
30141100-542400-	C1222	Records Management	13,282	12,106	1,176	-	1,176	-	-	1,176
30141100-542200	C1223	Fleet Replacement	237,001	32,620	89,381	115,000	204,381	-	185,231	19,150
30141100-541200-	C1302	Tree Planting & Landscaping Improvements (recurring)	400,000	264,783	35,217	100,000	135,217	-	9,695	125,522
30141100-541430-	C1306	Cumming St/Jayne Ellen Way Drainage	35,000	20,329	14,671	-	14,671	-	-	14,671
30141100-541430-	C1307	Church St Drainage	128,436	7,576	120,860	-	120,860	-	120,860	-
30141100-541430	C1308	Pipe/Stpre Structure Replacement	750,000	-	-	750,000	750,000	-	-	750,000
30141100-541200-	C1311	Downtown Improvements (Jones Alley)	115,001	64,878	15,123	35,000	50,123	-	-	50,123
30141100-541410-	C1324	Charlotte Drive @ Rucker Rd Intersection Improvements	25,000	-	25,000	-	25,000	-	-	25,000
30141100-541420-	C1325	Rucker Rd Sidewalk Improvements	50,000	-	50,000	-	50,000	-	-	50,000
30141100-542400-	C1334	CityWorks Software	506,333	489,954	16,379	-	16,379	-	16,379	0

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		Project Snapshot		FY 2016					
Account #	Project	Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
30141100-541410-	C1407 Minor Intersection Upgrades	112,168	24,791	87,377	-	87,377	-	-	87,377
30141100-541200-	C1408 Haynes Bridge Road Landscaping	150,002	136,404	13,598	-	13,598	-	6,357	7,241
30141100-541410-	C1409 Old Milton Parkway Right Turn Lane	62,672	60,972	1,700	-	1,700	-	1,700	-
30141100-541410-	C1410 Rucker Road Corridor Design	500,001	450,676	49,325	-	49,325	-	12,035	37,290
30141100-541420-	C1413 Marietta Street Sidewalk	196,722	195,072	1,650	-	1,650	-	1,650	-
30141100-541420-	C1414 Haynes Bridge Road Sidewalk Extension	144,244	142,042	2,202	-	2,202	-	-	2,202
30141100-541430-	C1416 Clairborne Drive Culvert Design	52,762	41,033	11,729	-	11,729	-	11,729	0
30141100-541410-	C1439 SR400/OMP Turn Lane (NFCID)	200,001	150,489	49,512	-	49,512	-	48,932	580
30141100-541420-	C1442 Main St. Improvements	81,757	28,296	53,461	-	53,461	-	53,460	1
30141100-541420-	C1443 Avalon Pedestrian Poles	255,515	315	255,200	-	255,200	-	255,200	-
30141100-541410-	C1444 Davis Drive Extension (Design)	89,585	23,415	66,170	-	66,170	-	60,170	6,000
30141100-541430-	C1503 Stormwater Studies/Design	500,000	144,064	155,936	200,000	355,936	136	46,200	309,600
30141100-541410-	C1504 Broadwell@Rucker Intersection Imp.	141,402	21,769	119,633	-	119,633	-	104,795	14,838
30141100-541410-	C1506 Vehicle Detection Equip.(Windward Pkwy Interchange)	30,383	27,753	2,630	-	2,630	-	-	2,630
30141100-541410-	C1507 Rucker Rd Corridor Improvements (ROW)	50,000	19,100	30,900	-	30,900	-	-	30,900
30141100-541420-	C1512 Sidewalk Improvements	1,000,000	-	687,000	313,000	1,000,000	-	27,530	972,470
30141100-541430-	C1513 Stormwater Inventory & GIS Update	442,924	133,539	309,385	-	309,385	-	309,385	-
30141100-541200-	C1515 Old Roswell St Parking Lot Dumpster Modifications	59,000	-	59,000	-	59,000	-	-	59,000
30141100-541410-	C1525 SR9 Operational Improvements	175,284	155,970	19,314	-	19,314	-	19,314	0
30141100-541410-	C1533 Main St. Watermain (Fulton County)	175,444	61,957	113,487	-	113,487	-	113,486	1
30141100-541410-	C1536 Old Roswell/Jones Alley Improvement	272,076	-	272,076	-	272,076	-	272,076	0
30141100-541430-	C1604 Stormwater Inspections	100,000	-	-	100,000	100,000	286	-	99,714
30141100-542100	C1605 Variable Messge Boards	60,000	-	-	60,000	60,000	-	-	60,000
30141100-541410-	C1606 Major Intersection Improvements	250,000	-	-	250,000	250,000	-	14,335	235,665
30141100-541410-	C1607 Signal @ Westside (Fiserv)	250,000	-	-	250,000	250,000	-	-	250,000
30141100-542100	C1608 Lowboy Trailer	75,000	-	-	75,000	75,000	-	27,799	47,201
30141100-541430	C1616 Stormwater Ordinance	100,000	-	-	100,000	100,000	129	-	99,871
	subtotal	$ 29,547,744	$ 20,601,286	$ 4,416,946	$ 4,529,512	$ 8,946,458	$ 800	$ 1,993,467	$ 6,952,190

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			Project Snapshot		FY 2016					
Account #		Project	Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Recreation and Parks										
30161150-541500	C1221	Design Services	$ 52,501	$ 24,140	$ 3,361	$ 25,000	$ 28,361	$ -	$ -	$ 28,361
30161150-541500-	C1225	Athletic Scoreboards (maint/replacement)	148,785	108,299	20,486	20,000	40,486	-	-	40,486
30161150-541300-	C1229	Rec & Parks Building Re-Roof	490,752	306,856	896	183,000	183,896	-	-	183,896
30161150-542200-	C1232	Recreation/Parks Fleet (recurring)	341,808	156,057	25,751	160,000	185,751	-	-	185,751
30161150-541430-	C1316	Miracle Field Drainage	150,000	-	-	150,000	150,000	-	-	150,000
30161150-541510-	C1327	Greenway (AMLI Developer Contribution)	10,001	4,327	5,674	-	5,674	-	-	5,674
30161150-541200-	C1332	Milton Center Field Re-Sod	20,000	6,900	13,100	-	13,100	-	-	13,100
30161150-542100-	C1402	Rec/Parks Equipment Replacement	268,001	193,371	1,630	73,000	74,630	-	-	74,630
30161150-541430-	C1422	Webb Bridge Park Erosion & Repaving	635,001	253,654	186,347	195,000	381,347	41,927	-	339,420
30161150-541500-	C1424	Wills Park Pool Design	40,451	28,300	12,151	-	12,151	-	-	12,151
30161150-541430-	C1521	Wills Park Drainage & Water Quality Improvement	50,000	64	49,936	-	49,936	-	49,800	136
30161150-541500-	C1522	Wills Park Outdoor Basketball Court Renovation	60,000	47,636	12,364	-	12,364	-	-	12,364
30161150-541500-	C1523	Wills Park Rec Center Gym Floor Replacement	70,000	65,819	4,181	-	4,181	-	-	4,181
30161150-541500-	C1524	Adaptive Playground Equipment	28,501	20,422	8,079	-	8,079	-	-	8,079
30161150-541500-	C1611	Library @ Mayfield	50,000	-	-	50,000	50,000	143	-	49,857
30161150-541500-	C1612	Park Signage	55,000	-	-	55,000	55,000	-	-	55,000
30161150-541500-	C1613	Wills Park Batting Pavillon	25,000	-	-	25,000	25,000	-	-	25,000
		subtotal	$ 2,495,800	$ 1,215,844	$ 343,956	$ 936,000	$ 1,279,956	$ 42,070	$ 49,800	$ 1,188,086
Community Development										
30174150-544100-	C0019	Downtown Parking Fund	$ 263,250	$ 119,000	$ 144,250	$ -	$ 144,250	$ -	$ -	$ 144,250
30174150-542400	C1222	Records Management	50,000	4,989	45,011	-	45,011	-	13,300	31,711
30174150-544100-	C1406	Downtown Master Plan	317,700	297,895	19,805	-	19,805	-	18,505	1,300
30174150-542200-	C1433	Fleet Replacement	95,001	44,465	536	50,000	50,536	-	38,564	11,972
30174150-541410	C1602	Lilly Garden Terrace	40,000	-	-	40,000	40,000	-	-	40,000
30174150-541410	C1603	Design Services	50,000	-	-	50,000	50,000	-	-	50,000
		subtotal	$ 815,951	$ 466,349	$ 209,602	$ 140,000	$ 349,602	$ -	$ 70,369	$ 279,233

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

As of July 31, 2015

		Project Snapshot		FY 2016					
Account #	Project	Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Alpharetta Business Community Sidewalk Projects									
30176100-541420- C0005	Encore Parkway Sidewalk	$ 1,705,000	$ -	$ 1,705,000	$ -	$ 1,705,000	$ -	$ -	$ 1,705,000
30176100-541510- C0039	Greenway Phase III	1,452,618	1,422,573	30,045	-	30,045	-	-	30,045
30176100-541420- C1240	GA 400 Bicycle Expressway Project	129,943	73,332	56,611	-	56,611	-	56,610	1
30176100-541420- C1322	North Point Pkwy Sidewalk (Old Milton Pkwy)	220,151	189,603	30,548	-	30,548	-	-	30,548
30176100-541420- C1435	Maxwell Rd. Sidewalk	375,001	268,395	106,606	-	106,606	-	81,430	25,176
30176100-541420- C1442	Main St. Improvements	1,708,239	842,229	866,010	-	866,010	-	866,009	1
	subtotal	$ 5,590,951	$ 2,796,131	$ 2,794,820	$ -	$ 2,794,820	$ -	$ 1,004,049	$ 1,790,771
Non-Departmental									
30190200-579000	Non-Allocated			$ 1,271,486	$ 1,140,724	$ 2,412,210	$ -	$ -	$ 2,412,210
	subtotal			$ 1,271,486	$ 1,140,724	$ 2,412,210	$ -	$ -	$ 2,412,210
	Total	$ 50,065,124	$ 33,441,376	$ 10,092,722	$ 8,943,236	$ 19,035,958	$ 64,493	$ 3,337,593	$ 15,633,872

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City Center Capital Project Fund Detail (Fund 315; life-to-date for all projects)

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		Project Snapshot		FY 2016					
Account #	Project	Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2016 Appropriations	Total Budget	Expenditures	Encumbrances	Funds Available
Public Works									
31541100-541300-C1247	City Center	$ 5,898	$ 5,898	$ -	$ -	$ -	$ -	$ -	$ -
31541100-541300-C1249	City Center Master Planning	1,707,707	1,690,992	16,715	-	16,715	-	16,714	1
31541100-541300-C1250	City Center Construction Manager @ Risk	44,634	44,634	-	-	-	-	-	-
31541100-541300-C1251	City Center Geotechnical Services	244,635	243,461	1,174	-	1,174	-	1,174	0
31541100-541300-C1252	City Center Civil Engineering Services	190,969	190,969	-	-	-	-	-	-
31541100-541300-C1253	City Center Project Management	811,500	802,746	8,754	-	8,754	-	8,754	0
31541100-541300-C1326	Underground Storage Tank Removal	108,257	108,257	-	-	-	-	-	-
31541100-541300-C1333	City Center Site Work GMP	2,834,905	2,834,905	-	-	-	-	-	-
31541100-541300-C1427	City Center Footings & Foundation	1,450,695	1,450,695	-	-	-	-	-	-
31541100-541300-C1428	City Center Construction	20,682,296	20,663,810	18,486	-	18,486	-	0	18,486
31541100-542100-C1432	City Center FF&E	684,750	681,930	2,820	-	2,820	-	2,820	0
31541100-579000-C1437	City Center Contingency (owners)	172,777	5,670	167,107	-	167,107	-	-	167,107
31541100-541300-C1438	City Center Contingency (uncommitted)	-	-	-	-	-	-	-	-
31541100-542400-C1440	City Center (IT)	200,001	189,743	10,258	-	10,258	-	2,192	8,066
31541100-542400-C1529	City Center Pedestrian Lighting	344,120	341,764	2,356	-	2,356	-	2,356	-
31541100-541300-C1530	City Center Parking	51,121	51,121	-	-	-	-	-	-
31541100-541300-C1537	City Center Bandstand	7,500	2,500	5,000	-	5,000	-	5,000	-
	Total	$ 29,541,764	$ 29,309,094	$ 232,670	$ -	$ 232,670	$ -	$ 39,010	$ 193,660

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OTHER REPORTS

Payments $5,000 and Greater

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2015

Vendor	Description	Department	$ Amount
Ace American Insurance Company	Claim Payments and Services	Risk Management	$ 25,008.68
Ace American Insurance Company	PLDF Installment	Risk Management	$ 7,252.00
Ace American Insurance Company	Large Loss Claim	Risk Management	$ 13,987.01
Ace American Insurance Company	ESIS FY2016 Services and RMIS System Fees	Risk Management	$ 5,500.00
AFLAC	June 2015 Premiums	Finance	$ 9,191.74
AirWatch	Yearly AirWatch Green Management Suite	Information Technology	$ 15,027.00
Allan Vigil Ford Lincoln Inc.	2015 Ford F150	Recreation & Parks	$ 24,266.00
Alpharetta Chamber of Commerce	2016 Gala Sponsorship	City Administration	$ 10,160.00
Alpharetta Convention & Visitors Bureau	Hotel/Motel Tax for June 2015	Finance	$ 185,891.97
Alpharetta Convention & Visitors Bureau	Arts Center Study	City Administration	$ 10,000.00
Alpharetta Technology Commission Inc.	August 2015 ATC CEO Pay	Development Authority	$ 7,500.00
American Facility Services Inc.	May 2015 Janitorial	Public Works	$ 8,287.02
American Facility Services Inc.	June 2015 Janitorial Services	Public Works	$ 8,287.02
American Traffic Solutions Inc.	June 2015 Collections	Public Safety	$ 28,070.00
Anixter Inc.	Traffic Signals and Equipment	Public Works	$ 9,175.67
Ashley Banan	Payment for June Team and July 2015 Team Gymnastics	Recreation & Parks	$ 7,865.25
AT&T	June 2015 GLS Monitoring & Support	Information Technology	$ 6,612.60
AT&T E911 Cost Recovery	April 2015 E911 Recurring Cost	Public Safety	$ 8,886.00
AT&T/Bellsouth @ 85 Annex	Phone Services - 6/11/15 thru 7/10/15	Public Safety	$ 24,318.81
AT&T/Bellsouth @ 85 Annex	July 2015 Voice and Data Club Bill	Information Technology	$ 8,305.36
Atlanta Business Chronicle	Atlanta Focus Display	City Administration	$ 5,750.00
Atlanta Softball Umpires Assn	June 2015 Umpires	Recreation & Parks	$ 7,590.00
Benny card (wire)	Payroll funds	Finance	$ 5,036.45
Choate Construction Company	Alpharetta City Center	Public Works	$ 90,902.12
Cigna insurance premiums (wire)	Premiums	Finance	$ 32,836.66
Cigna insurance premiums (wire)	Premiums	Finance	$ 33,961.91
Cigna insurance premiums (wire)	Premiums	Finance	$ 111,420.87
City of Roswell	4th Quarter Budget - Training Center	Public Safety	$ 18,616.97
CMES Inc.	SR9 & Vaughn Improvements	Public Works	$ 325,990.10
Comfort by Design	AC Units Maintenance and Repairs	Public Works	$ 10,225.26
Construction 57 Inc.	Maxwell Road Sidewalk - SR9 to City Limits thru 6/30/15	Public Works	$ 44,775.00

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2015

Vendor	Description	Department	$ Amount
Corporate Health Partners LLC	2015 - 2016 Health Management Program for Employees and Spouses	Finance	$ 121,933.44
Custom Concrete Inc.	Remove and Replace Brick Border	Public Works	$ 36,450.00
Dana Safety Supply Inc.	Truck Vault, Havis Protective Cases and DSS Installation of Equipment	Public Safety	$ 6,194.16
Deborah C Armentrout	Summer Swim Lessons	Recreation & Parks	$ 8,666.63
Dell Marketing LP	OptiPlex and Latitude Computers	Information Technology	$ 6,989.64
ESRI	Annual ELA Maintenance and Support	Information Technology	$ 40,000.00
Fulton County Board of Commissioners	June 2015 State Reports	Municipal Court	$ 9,051.50
Fulton County Sheriff's Dept.	Court Bond Refund	Municipal Courts	$ 5,500.00
Fulton County-Dept. of Finance	Water Bills	Finance	$ 13,845.00
Fulton County-Dept. of Finance	Water Bills	Finance	$ 6,915.60
Gallagher Bassett Services Inc.	Deductible on Claim	Risk Management	$ 10,000.00
Georgia Accessories Inc.	Toilet Partitions, Rails, Grab Bars @ North Park Facility	Recreation & Parks	$ 7,752.00
Georgia Bureau of Investigation	June 2015 Alcohol/Liquor Licenses, Pistol Permits and Georgia Check	Public Safety	$ 12,903.50
Georgia Development Partners	SR9 Roadway and Streetscape Improvement	Public Works	$ 94,397.22
Georgia Management Agency Inc.	Wills Park Day Camp Signs and Traffic Signal Pole Painting	Various	$ 58,341.50
Georgia Management Agency Inc.	Traffic Signal Pole Painting	Public Works	$ 21,826.00
Georgia Municipal Assn	2015 - 2016 Membership Dues	City Administration	$ 16,140.24
Georgia Power Co	Power Bill	Finance	$ 162,002.45
Georgia Subsequent Injury Trust Fund	SITF 2014 Assessment Adjustment	Finance	$ 31,706.11
Georgia Superior Court Clerks	June 2015 State Reports	Municipal Courts	$ 39,958.04
Holland & Knight LLP	Avalon Hotel Associates	City Administration	$ 37,227.58
Integrated Science & Engineering Inc.	Stormwater Inventory and GIS Update	Public Works	$ 7,075.00
International Business Machines Corp	Annual Analyst Workstation and Ibase Intellishare Maintenance Contract	Public Safety	$ 5,851.40
J & J Computer Connection Inc.	Pagepacks	Various	$ 7,232.36
J and M Displays Inc.	July 4th Fireworks Display	Recreation & Parks	$ 25,000.00
JAMS Inc.	Fulton County, GA vs City of Alpharetta, GA	Legal Services	$ 5,590.66
John D Stephens Inc.	Old Canton Street Sidewalk Improvements	Public Works	$ 9,900.00
Jones Lang LaSalle Americas Inc.	Convention Center	Finance	$ 11,000.30
July OPEB (wire)	Monthly wire	Finance	$ 7,083.30
Landair Surveying Co	Surveying Services	Public Works	$ 14,336.70
LD Gymnastics Inc.	Summer Classes, Camp, and July 2015 Birthday Parties	Recreation & Parks	$ 7,756.35

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2015

Vendor	Description	Department	$ Amount
Low Country Machinery	260T Track Loader Maintenance and Repair	Public Works	$ 7,367.28
Mass Services Inc.	June 2015 Wills Park Equestrian Center Cleaning	Recreation & Parks	$ 13,923.86
Metro Atlanta Chamber of Commerce Inc.	2015 Dues Investment Metro Atlanta Chamber	City Administration	$ 8,682.00
More to Hoopz LLC by Carla McGhee	Summer Basketball Camp and Summer Soccer Camp	Recreation & Parks	$ 6,978.00
Morgan Stanley Global Banking Operation	401A and 457 Professional Services	Finance	$ 7,500.00
OpenGov Inc.	6/1/15 thru 5/30/16 OpenGov Transparency Web Application	Finance	$ 8,500.00
Peace Officer's Annuity & Benefit Fund of GA	June 2015 State Reports	Municipal Courts	$ 9,434.00
Peek Pavement Marking LLC	Pavement Marking Services	Public Works	$ 11,536.82
Popcorn Media LLC	Movie Star Camp	Recreation & Parks	$ 5,509.50
Progress Partners	Economic Development Services	City Administration	$ 12,500.00
Red the Uniform Tailor	Uniforms	Public Safety	$ 14,885.57
Republic Services #800	June 2015 Sanitation Service	Finance	$ 254,017.97
Republic Services #800	June 2015 Sanitation and On Call Services	Finance	$ 6,609.13
Ruppert Landscape	June 2015 Landscape Management	Public Works	$ 24,393.58
Russell Landscape Georgia LLC	Roadside Maintenance Services	Public Works	$ 10,800.00
Russell Landscape Georgia LLC	Landscape Replacement at Old Milton	Public Works	$ 10,300.00
Samson Tours Inc.	Transportation for Field Trips	Recreation & Parks	$ 5,688.72
Saville & Company Inc.	FY2016 Insurance Package	Risk Management	$ 480,899.24
Sawnee Electric Membership Corp	Power Bill	Finance	$ 31,493.96
See Clickfix LLC	Annual Connect Annual License	Information Technology	$ 7,000.00
Smallwood, Reynolds, Stewart, Stewart	Alpharetta Downtown City Center Master Plan	Public Works	$ 20,021.93
Staples Contract & Commercial Inc.	City of Alpharetta Logo Prints	Public Works	$ 7,432.40
State Board of Workers Compensation	State Board WC 2016 Assessment Adjustment	Risk Management	$ 7,349.04
Steelcase	Additional Furniture for Finance	Finance	$ 5,995.40
SunTrust Pcard	Procurement Card	Finance	$ 162,625.40
Team Chevrolet at North Point	Vehicle Maintenance and Repair	Public Safety	$ 12,079.07
Team Chevrolet at North Point	Vehicle Maintenance and Repair	Public Safety	$ 14,095.28
Technology Association of Georgia	2015 Sponsorship Package	City Administration	$ 24,999.00
Tetra Tech	Watershed Improvement - Foe Killer Creek	Public Works	$ 24,000.00
Tople Construction and Engineering Inc.	Rucker Road & Broadwell Road Intersection Improvement	Public Works	$ 17,788.50

CITY OF ALPHARETTA

Financial Management Reports

Listing of Payments $5,000 and greater

for the month ended July 31, 2015

Vendor	Description	Department	$ Amount
Transamerica (wire)	FY16 Pension Contribution	Finance	$ 2,500,000.00
Tri Scapes Inc.	Bermuda Cert Sod @ Milton Center Field and Brown Mulch @ City Center	Public Works	$ 12,013.29
Tri Scapes Inc.	Drainage for Trees, Repair Well Head and Athletic Field Maintenance	Various	$ 14,709.49
Tri Scapes Inc.	Monthly Maintenance @ City Center and Bush Hog Tall Grass/Brush	Various	$ 8,875.00
Tyler Technologies Inc.	Annual Support/Update Licensing, Unlimited Client Access Maint. & Disaster Recovery	Finance	$ 96,277.88
United States Geological Survey	Flood Inundation Modeling - Big Creek	Public Works	$ 9,889.00
Verizon Wireless Services LLC	5/13/15 thru 6/12/15 Cellphone, IPhone, IPad Services and Cellular MiFi Services	Information Technology	$ 21,572.11
Verizon Wireless Services LLC	6/13/15 thru 7/12/15 Cellphone, IPhone, IPad Services and Cellular MiFi Services	Information Technology	$ 22,193.58
Wade Ford Inc.	2016 Ford Utility Police Vehicle	Public Safety	$ 27,429.00
Wade Ford Inc.	2016 Utility Police Vehicles	Public Safety	$ 165,620.00
Wazi Auto Body LLC	Vehicle Parts and Labor	Public Safety	$ 5,396.52
Wells Fargo Insurance Services	FY2016 Workers Compensation Policy and Insurance Service Fee	Risk Management	$ 137,050.00

OTHER REPORTS

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

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2015

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
16000001	GRM Information Management Services	Finance	$ 45,700.00	Citywide offsite record storage
16000006	Downey Trees	Recreation & Parks	$ 30,000.00	Tree removal and pruning services at city parks
16000007	Samson Tours Inc.	Recreation & Parks	$ 7,951.44	Bus services for Wills Park Summer Camp fieldtrips in July
16000008	Deborah Armentrout	Recreation & Parks	$ 31,000.00	Swim lesson instructor
16000009	Tri Scapes Inc.	Recreation & Parks	$ 8,960.00	Sod replacement for the Windward Park soccer field
16000011	Lee Whiteside	Municipal Court	$ 16,200.00	Substitute judge
16000012	James Matoney	Municipal Court	$ 16,200.00	Substitute judge
16000013	Patterson Pope Inc.	Municipal Court	$ 15,000.00	Custom pocket folders and labels for courts
16000014	Environmental Systems Research Institute Inc.	Information Technologies	$ 40,000.00	ESRI annual maintenance and support
16000015	Comfort by Design	Recreation & Parks	$ 25,000.00	HVAC maintenance services for park facilities
16000018	Darryl Adams	Recreation & Parks	$ 13,000.00	Karate instructor
16000019	Sportykes	Recreation & Parks	$ 23,000.00	Sportykes instructor
16000020	Jamie Gessner	Recreation & Parks	$ 21,000.00	Tennis instructor for Wills Park and Webb Bridge Parks
16000021	Aerobic Fitness	Recreation & Parks	$ 10,000.00	Aerobic instructor
16000023	Rhythm N Shoes LLC	Recreation & Parks	$ 50,000.00	Dance instructor
16000025	Meer Electrical	Public Works	$ 12,540.00	Tornado siren maintenance
16000026	Allgood Services of Georgia Inc.	Public Works	$ 10,284.00	Pest control services
16000027	Comfort by Design	Public Works	$ 15,562.50	HVAC maintenance services for public work sites
16000029	Power & Energy Services Inc.	Public Works	$ 16,625.85	Generator maintenance
16000030	Market Share Inc.	Recreation & Parks	$ 6,750.00	Babysitting instructor
16000033	Xerox Corporation	Finance	$ 14,574.00	Copier leases for City Clerk, Finance, and Recreation & Parks
16000034	Xerox Corporation	Finance	$ 19,009.00	Copier leases for Public Safety, Public Works, and Community Development
16000036	Temple Inc.	Public Works	$ 11,579.00	Traffic signals and equipment
16000038	Big Thinkers Science Exploration Inc.	Recreation & Parks	$ 9,375.00	Science related camp instructors
16000039	Stephan Vodegel	Recreation & Parks	$ 12,000.00	Tennis instructor for North Park
16000042	Maureen Engle	Recreation & Parks	$ 7,000.00	Arts instructor

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2015

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
16000045	See ClickFix LLC	Public Works	$ 8,200.00	Annual license for a web application to report non-emergency issues
16000050	Georgia Municipal Association	Administration	$ 16,140.24	Membership dues
16000052	More to Hoopz, LLC	Recreation & Parks	$ 26,000.00	Instructional sports (basketball, soccer, baseball, & flag football) instructor
16000053	David Eristavi	Recreation & Parks	$ 40,000.00	Director of coaching soccer
16000054	Airwatch	Information Technologies	$ 15,027.00	Airwatch subscription license
16000058	Landair Surveying Co of Georgia	Public Works	$ 14,335.00	Topographical surveys of (2) locations
16000059	Elite Ergonomics LLC	Public Safety	$ 12,700.72	Ergonomic chairs for E911
16000060	Popcorn Media LLC	Recreation & Parks	$ 5,509.50	Movie star camp instructor
16000061	Utilities Protection Center Inc.	Public Works	$ 9,603.78	Membership fees
16000066	Metro Atlanta Chamber of Commerce Inc.	Administration	$ 8,682.00	MAC annual sponsorship
16000067	Atlanta Business Chronicle	Administration	$ 5,750.00	Alpharetta Business Community (ABC) advertisement
16000072	Kano Computing Limited	Administration	$ 14,249.05	Computer kits for kids
16000074	Veristor	Information Technologies	$ 32,000.00	Cloud storage services
16000075	Royal Cup Coffee	Finance	$ 41,500.00	Refreshment services for city facilities
16000076	Dana Safety Supply Inc.	Public Safety	$ 12,000.00	Police duty gear
16000077	Landair Surveying Co of Georgia	Public Works	$ 27,530.00	Survey services
16000078	Mauldin & Jenkins LLC	Finance	$ 46,000.00	Auditing services
16000080	International Business Machines Corp	Public Safety	$ 5,851.40	Annual maintenance and support for I2 software
16000081	Technology Association of Georgia	Administration	$ 24,999.00	Annual sponsorship
16000086	ACL Computers and Software Inc.	Information Technologies	$ 7,690.96	Solarwinds annual maintenance renewal
16000087	Courtview Justice Solutions Inc.	Information Technologies	$ 5,244.00	Annual maintenance and support for Courtview Courttrac System
16000088	Collective Data Inc.	Information Technologies	$ 7,073.75	Annual maintenance and support for Collective Fleet System
16000089	Krown USA Inc.	Recreation & Parks	$ 17,050.00	Soccer uniforms
16000090	Atlanta Chamber of Commerce	Administration	$ 10,160.00	Annual sponsorship
16000092	Digital Stakeout Inc.	Public Safety	$ 7,500.00	Social media monitoring software
16000096	Technology International Inc.	Public Works	$ 27,799.00	Heavy equipment trailer

CITY OF ALPHARETTA

Financial Management Reports

Listing of PO's between $5,000.01 and $50,000.00

for the month ended July 31, 2015

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
16000098	Insight Funding Corporation	Recreation & Parks	$ 9,900.00	Food Truck Alley entertainment
16000099	Atlanta Theatre-To-Go Inc.	Recreation & Parks	$ 6,475.00	Thespian services for Restless in Resthaven and Food Truck Alley flash mob
16000100	Zayo Bandwidth	Information Technologies	$ 25,000.00	Internet service for data center and data network
16000101	Medical Priority Consultants Inc.	Information Technologies	$ 27,631.00	Annual renewal of extended service plan
16000102	Mass Services Inc.	Recreation & Parks	$ 16,691.55	Portable restroom rental for special events
16000103	SunGard Public Sector	Public Safety	$ 8,215.00	OSSI and IAED Emergency Police Dispatch interface software
16000104	AT&T Corp	Information Technologies	$ 17,001.00	MIS internet service provider
16000107	Bridgeway Foundation for Education	Recreation & Parks	$ 12,000.00	Soccer field rental
16000109	Allan Vigil Ford Lincoln Inc.	Community Development	$ 38,564.00	(2) 2015 Ford Escapes

OTHER REPORTS

Bid/RFP Status

CITY OF ALPHARETTA

Financial Management Reports

Bid/RFP Status

for the month ended July 31, 2015

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
	14-116	Administration	City Center Out-Parcels, Master Developer	8/28/2014	3						
15-011		Public Works	Encore Parkway Streetscapes & Big Creek Grnwy Ext. (P.I. No. 0010241 & 0010339)	7/23/2015	3						
15-013		Public Works	Webb Bridge Park Water Quality Pond	5/28/2012	4						
15-015		Public Works	Big Creek Greenway Drainage Improvement	6/18/2015	4						
	15-110	Recreation and Parks	On-Call Electrical Services for City Parks	7/9/2015	1						
15-016		Public Works	Northwinds Phase 1	7/23/2015	2						
16-001		Public Works	FY 2016 Milling and Resurfacing	8/20/2015							
	16-101	Recreation and Parks	Mayfield Arts Center Design, Phase 1	7/22/2015	7						
	16-102	Administration	Professional Exhibit Design Services for City's History Room	7/15/2015	3						
16-002		Information Technology	Annual CISCO SmartNet Maintenance	8/13/2015							
	16-1001 RFQ	Public Works	MS4 Inventory Inspections	8/6/2015							
	16-1002 RFQ	Public Works	Watershed Improvement Plan - Long Indian Creek	8/20/2015							
	16-1003 RFQ	Public Works	Stormwater Ordinance	8/20/2015							

THE CITY OF ALPHARETTA GEORGIA

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OTHER REPORTS

GAAP Financial Statements

City of Alpharetta
Balance Sheet
Governmental Funds
July 31, 2015

	Major Governmental Funds				Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	City Center Bond Fund	Governmental Funds	Governmental Funds
ASSETS						
Cash / Cash Equivalents / Investments	$ 19,324,115	$ 7,467,188	$ 380,570	$ 1,404,534	$ 6,697,410	$ 35,273,818
Receivables (net of allowance for uncollectibles)						
Taxes Receivable						-
Property Taxes	235,199	-		-	35,896	271,095
Other Taxes	-	-		-	-	-
Interest	-	-		-	-	-
Accounts	142,758	49,787	98,076	-	17,594	308,215
Due from Other Funds	317,579	-	-	-	-	317,579
Prepaid Items	-	-		-	-	-
Cash - Restricted	-	-		-	-	-
Intergovernmental Receivable	-	-		-	-	-
Restricted	-	-		-	-	-
Total Assets	**20,019,652**	**7,516,975**	**478,646**	**1,404,534**	**6,750,900**	**36,170,707**
LIABILITIES AND FUND BALANCES						
Liabilities						
Current						
Accounts Payable	954,708	290,527	-	10,050	406,870	1,662,155
Retainage Payable	-	394,852	1,634	1,130,081	-	1,526,567
Intergovernmental Payable			-	-	-	-
Arbitrage Payable	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-		-	-	-
Claims Payable	-	-		-	-	-
Payroll Payable	717,644	-		-	44,262	761,906
Due to Other Funds	-	-	-	31,515	64	31,579
Deferred Revenue	317,803	-	98,076	-	50,095	465,974
Unearned Revenue	-	-		-	-	-
Teen Driving/Donation	-	-		-	-	-
T.A.D Payment to County	-	-		-	-	-
Compensated Absences	-			-	-	-
Non-Current		-				
Unclaimed Property	-	-		-	-	-
Claims Payable	-	-		-	-	-
Total Liabilities	**1,990,155**	**685,379**	**99,710**	**1,171,646**	**501,292**	**4,448,181**
Fund Balances:						
Restricted for:						
Capital Projects	-	468,728	378,936	232,889	1,673,875	2,754,428
Law Enforcement	-	-		-	2,260,053	2,260,053
Emergency Telephone Activities	-	-		-	1,393,954	1,393,954
Grant Projects	-	-		-	-	-
Debt Service	-	-		-	852,415	852,415
Promotion of Tourism	-	-		-	-	-
Assigned for:						
Grant Projects	-			-	69,311	69,311
Capital Projects		6,362,869				6,362,869
2015 Fiscal year Expenditures	5,018,236	-		-	-	5,018,236
Unassigned	13,011,260			-	-	13,011,260
Total Fund Balances	18,029,496	6,831,597	378,936	232,889	6,249,607	31,722,526
Total Liabilities and Fund Balances	**$ 20,019,652**	**$ 7,516,975**	**$ 478,646**	**$ 1,404,534**	**$ 6,750,900**	**$ 36,170,707**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended July 31, 2015

	Major Governmental Funds				Non-Major	Total
	General Fund	**Capital Project Fund**	**Capital Grant Fund**	**City Ctr Fund Fund**	**Governmental Funds**	**Governmental Funds**
REVENUES						
Taxes:						
Property Tax	$ 6,915	-		-	429,014	$ 435,929
Local Option Sales Tax	1,271,867	-		-	6,099	1,277,966
Other Taxes	891,757	-		-	508,063	1,399,819
Licenses and permits	210,850	-		-	93,007	303,857
Intergovernmental	10,000	35,394	76,149	-	7,390	128,933
Charges for services	461,297	-		-	9,625	470,922
Impact Fees	-	-		-	-	-
Fines/Forfeitures	222,833	-		-	420	223,253
Investment earnings	1,911	716	58	218	-	2,903
Contributions and Donations	-	1,645	-	-		1,645
Other	15,577	-		-	-	15,577
Total revenues	**3,093,006**	**37,755**	**76,207**	**218**	**1,053,617**	**4,260,804**
EXPENDITURES						
Current:		-				
Unallocated	-	-			257,409	257,409
General government	1,345,826	16,226		-	2,790	1,364,842
Public safety	3,157,063	5,397	-	-	344,517	3,506,977
Public works	615,643	800	-	-	-	616,444
Economic and community development	277,210	-		-	-	277,210
Alpharetta Business Community	-	-		-	-	-
Culture and recreation	765,556	42,070	-	-	-	807,626
Debt service:						-
Principal	-	-		-	-	-
Interest	-	-		-	-	-
Other Costs	50,583	-		-	-	50,583
Bond issuance costs	-	-		-	-	-
Capital outlay				-	-	-
Total expenditures	**6,211,882**	**64,493**	**-**	**-**	**604,716**	**6,881,090**
Excess (deficiency) of revenues over (under) expenditures	(3,118,877)	(26,738)	76,207	218	448,902	(2,620,286)
OTHER FINANCING SOURCES (USES)						
Transfers in	171,606	745,270		-	-	916,875
Transfers out	(745,270)	-		-	(171,606)	(916,875)
Loan Proceeds	-			-	-	-
Capital Leases	-	-		-	-	-
Sale of capital assets	1,576	-		-	-	1,576
Sale of non-capital assets	1,801	-		-	-	1,801
Insurance Proceeds		-		-	-	-
Bond Proceeds		-		-	-	-
Total other financing sources and (uses)	(570,287)	745,270	-	-	(171,606)	3,377
Net change in fund balances	(3,689,163)	718,532	76,207	218	277,295	(2,616,909)
Fund balances - beginning	**21,718,660**	**6,113,065**	**302,729**	**232,671**	5,972,315	**34,339,440**
Fund balances - ending	**$ 18,029,496**	**$ 6,831,597**	**$ 378,936**	**$ 232,889**	**$ 6,249,607**	**$ 31,722,526**

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	$ 19,049,500	$ 6,915	$ (19,042,585)
Local Option Sales Tax	14,700,000	1,271,867	(13,428,133)
Other Taxes	14,529,500	891,757	(13,637,743)
Licenses and Permits	1,493,550	210,850	(1,282,700)
Intergovernmental	380,000	10,000	(370,000)
Charges for Service	3,463,500	461,297	(3,002,203)
Fines/Forfeitures	2,779,000	222,833	(2,556,167)
Investment Earnings	50,000	1,911	(48,089)
Contributions and Donations	-	-	-
Other	192,820	15,577	(177,243)
Total revenues	56,637,870	3,093,006	(53,544,864)
EXPENDITURES			
Current:			
General government			
City Administration	2,056,082	431,345	1,624,737
Finance	3,160,975	712,458	2,448,517
Human Resources	395,114	37,286	357,828
Legal	525,000	-	525,000
Mayor and Council	350,069	36,761	313,308
Municipal Court	1,052,500	327,252	725,248
Information Technology	1,523,355	234,368	1,288,987
Non-Departmental	652,000	50,583	601,417
Contingency	540,000	1,324	538,676
Total general government	10,255,095	1,831,379	8,423,716
Public Safety	25,385,562	3,765,271	21,620,291
Public works	7,941,386	1,323,971	6,617,415
Economic and community development	2,391,485	346,354	2,045,131
Culture and recreation	8,289,002	1,811,889	6,477,113
Debt Service			
Principal	170,000	-	170,000
Interest	120,340	-	120,340
Total expenditures	54,262,530	9,078,863	45,183,667
Excess (Deficiency) of revenues over expenditures	2,375,340	(5,985,857)	(8,361,197)
OTHER FINANCING SOURCES (USES)			
Transfers in	1,780,000	171,606	(1,608,394)
Transfers out	(8,943,236)	(745,270)	8,197,966
Capital leases	-		-
Sale of capital assets	50,000	1,576	(48,424)
Sale of non-capital assets	10,000	1,801	(8,200)
Total other financing sources and uses	(7,103,236)	(570,287)	6,532,949
Net change in fund balances	(4,727,896)	(6,556,144)	(1,828,248)
Fund balances - beginning		**21,718,660**	
Fund balances - ending		**$ 15,162,515**	
Adjustments to GAAP basis:			
Encumbrances		2,866,980	
Misc adj			
Fund balances-ending		**$ 18,029,496**	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	$ 437,503	$ 35,394	$ (402,109)
Contributions & Donations	3,342,155	1,645	(3,340,510)
Investment earnings	-	716	716
Misc Revenue	-	-	-
Other	200,000	-	(200,000)
Total revenues	3,979,658	37,755	(3,941,903)
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	444,609	53,432	391,177
Finance	110,964	17,076	93,888
Information Technology	1,041,485	58,656	982,829
Non-departmental	2,412,210	-	2,412,210
Total general government	4,009,268	129,164	3,880,104
Public Safety	1,655,854	587,365	1,068,489
Engineering & Public Works	8,946,458	1,994,268	6,952,190
Alpharetta Business Community	2,794,820	1,004,049	1,790,771
Economic and community development	349,602	70,369	279,233
Culture and recreation	1,279,956	91,870	1,188,086
Total Capital Outlay	19,035,958	3,877,086	15,158,872
Excess (Deficiency) revenue over expenditures	(15,056,300)	(3,839,330)	11,216,970
OTHER FINANCING SOURCES (USES)			
Transfers in	8,943,236	745,270	(8,197,966)
Capital leases			
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	8,943,236	745,270	(8,197,966)
Net change in fund balances	(6,113,064)	(3,094,061)	3,019,003
Fund balances - beginning		**6,113,065**	
Fund balances - ending		**$ 3,019,004**	
Adjustments to GAAP basis:			
Encumbrances		3,812,592	
Misc adj-			
Fund balances-ending		**$ 6,831,597**	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	$ 3,455,858	76,149	$ (3,379,709)
Contributions & Donations	-	-	-
Interest Earnings	-	58	58
Total	3,455,858	76,207	(3,379,651)
Expenditures:			
Public Safety	-	-	-
General Government	484,423	-	484,423
Community Development	-	-	-
Public Works	2,617,508	1,223,202	1,394,306
Recreation & Parks	656,655	-	656,655
Non-Departmental	-	-	-
Total	3,758,586	1,223,202	2,535,384
Excess (Deficiency) revenue over expenditures	(302,728)	(1,146,995)	(844,267)
Other Financing Sources & Uses:			
Transfers in		-	-
Budgeted Fund Balance	-	-	-
Subtotal:	-	-	-
Net change in fund balance	(302,728)	(1,146,995)	(844,267)
Fund balance - beginning		**302,729**	
Fund balance - ending		**$ (844,266)**	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		1,223,202	
Fund balances - ending		**$ 378,936**	

City of Alpharetta
City Center Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Investment Earnings	$ -	$ 218	$ 218
Discounts		-	-
Total revenues	-	218	218
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	-	-
Non-Departmental	-	-	-
Total general government	-	-	-
Engineering and Public Works	232,670	39,010	193,660
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(232,670)	(38,792)	193,878
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(232,670)	(38,792)	193,878
Fund balances - beginning		**232,671**	
Fund balances - ending		**$ 193,879**	
Adjustments to GAAP basis:			
Encumbrances		39,010	
Fund balances-ending		**$ 232,889**	

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
July 31, 2015

.	Solid Waste
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	$ 2,030,243
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	106,983
Prepaid Insurance Expenses	-
Total Current Assets	2,137,226
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	-
Other	2,056
Capital Assets	
Buildings and System	-
Machinery and Equipment	
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	-
Total Noncurrent Assets	2,056
Total Assets	**2,139,282**
LIABILITIES	
Current Liabilities:	
Accounts Payable	256,496
Accounts Payable/ Customer Credit Balances	2,393
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	-
Payroll Liabilities	1,019
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	1,363
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	261,270
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	-
Total Liabilities	**261,270**
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,878,012
Total Net Assets	1,878,012
Total Liabilities & Net Assets	**$ 2,139,282**

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended July 31, 2015

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	$ 878,253
Misc Revenue	
Total operating revenues	878,253
Operating expenses:	
Administration	3,139,413
Non-departmental	-
Total operating expenses	3,139,413
Operating Gain (loss)	(2,261,161)
Non-operating revenues (expenses):	
Investment earnings	214
Total non-operating revenue (expenses)	214
Income (loss) before transfers	(2,260,946)
Transfers In	-
Transfers Out	-
Change In Net Assets	(2,260,946)
Total net assets-beginning	**1,008,142**
Total net assets-ending (net of encumbrances)	**(1,252,805)**
Adjustments to GAAP basis:	
Encumbrances	3,130,816
Misc adj-Encumbrances Resv/Prior Year	-
Total net assets-ending	**$ 1,878,012**

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
July 31,2015

ASSETS		
Current Assets:		
Cash and Cash Equivalents & Investments	$	592,226
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		592,226
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		-
Total Noncurrent Assets		-
Total Assets		**592,226**
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
Claims Payables		
Accrued Interest Payable		-
Due to Other Funds		286,000
Total Current Liabilities		286,000
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		-
Other Non-Current Liabilities		
Total Noncurrent Liabilities		-
Total Liabilities		**286,000**
NET ASSETS		
Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		306,226
Total Net Assets		306,226
Total Liabilities & Net Assets	**$**	**592,226**

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	$ -	$ -	$ -
Employer Medical Contribution	5,952,922	484,902	(5,468,020)
Employee Medical Contribution	705,592	54,508	(651,084)
Insurance Proceeds	-	-	
Total revenues	6,658,514	539,410	(6,119,104)
EXPENDITURES			
Medical Premiums	1,350,000	110,833	1,239,167
Medical Claims	4,620,000	122,350	4,497,650
Contingency	688,514	0	688,514
Total expenditures	6,658,514	233,184	6,425,330
Excess (Deficiency) of Revenues Over expenditures	-	306,226	306,226
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	-	306,226	306,226
Fund balances - beginning		**-**	
Fund balances - ending		**$ 306,226**	
Adjustments to GAAP basis:			
Encumbrances		-	
Misc adj			
Fund balances-ending		**$ 306,226**	

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
July 31,2015

ASSETS		
Current Assets:		
Cash and Cash Equivalents & Investments	$	661,654
Accounts Receivables (net of allowance for uncollectibles)		-
Total Current Assets		661,654
Noncurrent Assets:		
Restricted Cash, Cash Equivalents, and Investments		-
Total Restricted Assets		-
Total Noncurrent Assets		-
Total Assets		**661,654**
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
Claims Payables		298,748
Accrued Interest Payable		-
Due to Other Funds		-
Total Current Liabilities		298,748
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		-
Other Non-Current Liabilities		500,974
Total Noncurrent Liabilities		500,974
Total Liabilities		**799,722**
NET ASSETS		
Invested in Capital Assets, net of related debt		-
Reserved for Debt Service		-
Reserved for Encumbrances		-
Unreserved		(138,068)
Total Net Assets		(138,068)
Total Liabilities & Net Assets	**$**	**661,654**

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	$ 2,200	$ 86	$ 2,114
Charges for Service	1,262,000	105,167	(1,156,833)
Discounts	-	-	-
Insurance Proceeds	-	-	
Total revenues	1,264,200	105,253	(1,158,947)
EXPENDITURES			
Workers Compensation Admin	-	0	-
Professional Fees	125,000	62,849	62,151
Auto Liability	135,000	135,169	(169)
Property & Equipment Liability	55,000	84,628	(29,628)
General Liability	70,000	54,387	15,613
Law Enforcement Liability	100,000	0	100,000
Public Entity Liability	55,000	142,724	(87,724)
Workers Comp Excess Liabilty	90,000	87,050	2,950
Employee Benefits Liability	-	0	-
Criminal Liability	4,200	4,075	125
Cyber Liability	-	6,584	(6,584)
Umbrella Liability	60,000	53,602	6,398
Medical Services	40,000	0	40,000
Claims/Judgements	551,730	34,142	517,588
Contingency	366,849	0	366,849
Total expenditures	1,652,779	665,210	987,569
Excess (Deficiency) of Revenues Over expenditures	(388,579)	(559,957)	(171,378)
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(388,579)	(559,957)	(171,378)
Fund balances - beginning		**388,580**	
Fund balances - ending		**$ (171,377)**	
Adjustments to GAAP basis:			
Encumbrances		33,309	
Misc adj			
Fund balances-ending		**$ (138,068)**	

City of Alpharetta
Statement of Net Position
OPEB Trust Fund
July 31, 2015

		OPEB Plan
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	1,002,390
Investments		
		-
Accounts Receivables (net of allowance for uncollectibles)		-
Total Assets		1,002,390
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
		-
Due to Other Funds		-
Total Current Liabilities		-
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		-
NET ASSETS		
Net Assets held in trust for pension benefits		1,002,390
Total Net Assets		1,002,390
Total Liabilities & Net Assets	**$**	**1,002,390**

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Trust Fund
For the Period Ended July 31, 2015

	Actual Amounts
Additions:	
Employer Contribution	$ 7,083
Employee Contribution	-
Total Contribution	7,083
Investment Income	-
Net appreciation in FMV	-
Interest and Dividends	150
Total Investment Income	150
Total Additions (Deductions)	**7,233**
Deductions:	
Benefits payments	-
Professional Fees	-
Total deductions	-
Net Increase (Decrease)	7,233
Net Assets held in trust for pension benefits	
Beginning of year	995,157
Total net assets	**$ 1,002,390**

City of Alpharetta
Statement of Net Position
Pension Trust Fund
July 31,2015

	Pension Trust Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	$ -
Investments	58,978,000
	-
Accounts Receivables (net of allowance for uncollectibles)	-
Total Assets	58,978,000
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
	-
Due to Other Funds	-
Total Current Liabilities	-
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	-
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	-
Total Liabilities	-
NET ASSETS	
Net Assets held in trust for pension benefits	58,978,000
Total Net Assets	58,978,000
Total Liabilities & Net Assets	**$ 58,978,000**

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended July 31, 2015

	Actual Amounts
Additions:	
Employer Contribution	$ 2,400,000
Employee Contribution	28,914
Total Contribution	2,428,914
Investment Income	-
Net appreciation in FMV	516,229
Interest and Dividends	90,651
Total Investment Income	606,880
Total Additions (Deductions)	**3,035,794**
Deductions:	
Benefits payments	116,962
Professional Fees	13,750
Total deductions	130,712
Net Increase (Decrease)	2,905,082
Net Assets held in trust for pension benefits	
Beginning of year	56,072,917
Total net assets	**$ 58,978,000**

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
July 31, 2015

	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Debt Service Fund	Total Non-major Governmental Funds
	Special Revenue						
ASSETS							
Cash / Cash Equivalents / Investments	$ -	$ 1,673,875	$ 2,264,332	$ 69,312	$ 1,835,936	$ 853,956	$ 6,697,410
Taxes Receivable	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-		-
Accounts Receivable	-	-	-	12,658	4,936		17,594
Property Taxes						35,896	35,896
Intergovernmental Receivable							-
Due From Other Funds							-
Restricted					-		-
Total Assets	**-**	**1,673,875**	**2,264,332**	**81,969**	**1,840,872**	**889,852**	**6,750,900**
LIABILITIES							
Accounts Payable	-	-	-	-	406,870		406,870
Retainage Payable	-	-	-	-	-		-
Intergovernmental Payable					-		-
Arbitrage Payable	-	-	-	-			-
Accounts payable/AR Suspense acct	-	-	-	-			-
Compensated Absences	-	-	-	-			-
Payroll Liabilities	-	-	4,215	-	40,047		44,262
Due to Other Fund	-	-	64	-			64
Deferred Revenue	-	-	-	12,658	-	37,437	50,095
Unearned Revenue	-	-	-	-			-
Total Liabilities	**-**	**-**	**4,279**	**12,658**	**446,917**	**37,437**	**501,292**
FUND BALANCES							
Restricted:							
Capital Projects		1,673,875	-	-			1,673,875
Law Enforcement	-	-	2,260,053	-			2,260,053
Promotion of Tourism	-	-	-	-			-
Emergency Telephone Activities	-	-	-	-	1,393,954		1,393,954
Debt Service						852,415	852,415
Assigned for: Grant Projects	-	-	-		-		-
Grant Projects				69,311			69,311
Unassigned:	-	-	-	-	-		-
Total Fund Balances	-	1,673,875	2,260,053	69,311	1,393,954	852,415	6,249,607
Total Liabilities and Fund Balances	**$ -**	**$ 1,673,875**	**$ 2,264,332**	**$ 81,969**	**$ 1,840,872**	**$ 889,852**	**$ 6,750,900**

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ending July 31, 2015

	Special Revenue						Total
	Hotel Motel	**Impact Fee**	**Confiscated Assets**	**Grant Operations**	**E911 Fund**	**Debt Service Fund**	**Non-major Governmental Funds**
REVENUES:							
Hotel Motel Tax	$ 429,014	-	-	-			$ 429,014
Property tax						6,099	6,099
Charges for Service	-	-	-	-	508,063		508,063
Impact Fees	-	93,007		-			93,007
Forfeiture Income	-	-	7,390	-			7,390
Intergovernmental	-	-	-	9,625	-		9,625
Contributions & Donations	-	-	-	-			-
Investment Earnings	-	161	1	6	168	83	420
Other	-		-			-	-
Total revenues	**429,014**	**93,168**	**7,391**	**9,631**	**508,231**	**6,182**	**1,053,617**
EXPENDITURES:							
Tourism	257,409	-	-	-	-		257,409
Community Development	-	2,790	-	-	-		2,790
Culture/Recreation	-	-	-	-	-		-
Public Safety	-	-	22,989	-	321,528		344,517
General Government	-	-	-	-	-	-	-
Debt Service:						-	-
Principal						-	-
Interest						-	-
Bond Issuance Costs						-	-
Total expenditures	**257,409**	**2,790**	**22,989**	**-**	**321,528**	**-**	**604,717**
Excess (deficiency) of revenues over expenditures	171,606	90,378	(15,597)	9,631	186,703	6,182	448,901
OTHER FINANCING SOURCES (USES):							
Transfers in / out:							-
Debt service fund	-	-	-	-			-
Capital Projects							-
Operating grants fund	-	-	-	-			-
Capital grants fund	-	-	-	-			-
General fund	(171,606)	-	-	-	-		(171,606)
Budgeted Fund Balance:	-	-	-	-			-
Total other financing sources	-	-	-	-			-
and (uses)	(171,606)	-	-	-	-		(171,606)
Net change in fund balances	(0)	90,378	(15,597)	9,631	186,703	6,182	277,295
Fund balances - beginning	**-**	**1,583,498**	**2,275,653**	**59,680**	**1,207,251**	**846,233**	**5,972,315**
Fund balances - ending	**(0)**	**$ 1,673,875**	**$ 2,260,053**	**$ 69,311**	**$ 1,393,954**	**$ 852,415**	**$ 6,249,607**

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	$ 4,450,000	$ 429,014	$ (4,020,986)
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total revenues	4,450,000	429,014	(4,020,986)
EXPENDITURES:			
Alpharetta Convention & Visitor's Bureau	1,928,185	185,892	1,742,293
Alpharetta Business Community	741,815	71,517	670,298
Contingency	0	0	0
Total Expenditures	2,670,000	257,409	2,412,591
Excess of revenues over expenditures	1,780,000	171,606	(1,608,394)
OTHER FINANCING SOURCES (USES):			
Transfers Out	(1,780,000)	(171,606)	1,608,394
Total other financing sources and uses	(1,780,000)	(171,606)	1,608,394
Net change in fund balances	-	(0)	11,137
Fund balances - beginning		**$ -**	
Fund balances - ending		**$ (0)**	

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	$ 45,000	$ 93,007	$ 48,007
Investment Earnings	1,350	161	(1,189)
Total Revenues	46,350	93,168	46,818
EXPENDITURES:			
General Government	1,629,847	$ 7,790	1,622,057
Total expenditures	1,629,847	7,790	1,622,057
Excess (deficiency) of revenues over expenditures	(1,583,497)	85,378	1,668,875
OTHER FINANCING SOURCES (USES):			
Transfers Out	-		-
Total other financing sources and uses	-	-	-
Net change in fund balances	(1,583,497)	85,378	1,668,875
Fund balances - beginning		**1,583,498**	
Fund balances - ending		**$ 1,668,875**	
Encumbrances		5,000	
Fund balances - ending		$ 1,673,875	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	$ 448,500	$ 7,390	$ (441,110)
Investment Earnings	227	1	(226)
Misc Revenue	-		
Total Revenues	448,727	7,391	(441,335)
EXPENDITURES:			
Public Safety	2,724,379	1,001,480	1,722,899
Non-Departmental	-	-	-
Total expenditures	2,724,379	1,001,480	1,722,899
Excess (deficiency) of revenues over expenditures	(2,275,652)	(994,089)	1,281,564
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balances	(2,275,652)	(994,089)	1,281,564
Fund balances - beginning		**2,275,653**	
Fund balances - ending		**$ 1,281,564**	
Adjustments to GAAP basis:			
Encumbrances		978,491	
Fund balances - ending		**$ 2,260,053**	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	$ 34,266	$ 9,625	(24,641)
Contributions & Donations	300	-	(300)
Discounts Taken		-	-
Interest Earnings	-	6	6
Transfers in	-	-	-
Contingencies	-	-	-
Total	34,566	9,631	(24,935)
EXPENDITURES:			
General Government	27,770	-	27,770
Community Development	-	-	-
Engineering/Public Works	-	-	-
Public Safety	28,563	20,438	8,125
Recreation & Parks	37,913	-	37,913
Contingencies	-	-	-
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	94,246	20,438	73,808
Excess (deficiency) of revenues over expenditures	(59,680)	(10,807)	48,873
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balance	(59,680)	(10,807)	48,873
Fund balance - beginning		**59,680**	
Fund balance - ending		**$ 48,874**	
Adjustments to GAAP basis:			
Encumbrances		20,438	
Fund balances - ending		**$ 69,311**	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	$ 3,790,000	$ 508,063	$ (3,281,937)
Misc Revenue	-	-	-
Investment Earnings	6,931	168	(6,763)
Total Revenues	3,796,931	508,231	(3,288,700)
EXPENDITURES:			
Public Safety	4,431,531	963,131	3,468,400
Total expenditures	4,431,531	963,131	3,468,400
Excess (deficiency) of revenues over expenditures	(634,600)	(454,900)	179,700
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(634,600)	(454,900)	179,700
Fund balances - beginning		**1,207,251**	
Fund balances - ending		**$ 752,352**	
Adjustments to GAAP basis:			
Encumbrances		641,603	
Fund balances - ending		**$ 1,393,954**	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2015

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	$ 3,260,000	$ 6,099	$ (3,253,901)
Misc Revenue		-	-
Investment earnings	9,000	83	(8,917)
Total revenues	3,269,000	6,182	(3,262,818)
EXPENDITURES:			
Current:			
General government			
Finance			-
Non-departmental		-	-
Total general government	-	-	-
Debt Service:			
Principal	2,230,600	-	2,230,600
Interest	1,329,398	-	1,329,398
Contingency	551,234	-	551,234
Bond issuance costs	5,000	-	5,000
Total debt service	4,116,232	-	4,116,232
Total expenditures	4,116,232	-	4,116,232
Excess (Deficiency) of revenues over expenditures	(847,232)	6,182	853,414
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	-	-	-
	(847,232)	6,182	853,414
Fund balances - beginning		**846,233**	
Fund balances - ending		**$ 852,415**	

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DEVELOPMENT AUTHORITY

Revenue & Expenditure Report
GAAP Financial Statements

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of July 31, 2015

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
(1) 99575100-395000	Carryforward Fund Balance	$ 398,030	$ -		$ 398,030
	subtotal	*$ 398,030*	*$ -*	*$ -*	*$ 398,030*
	Total	$ 398,030	$ -	$ -	$ 398,030
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	$ 60,000	$ -	$ -	$ 60,000
99575100-544100-C1532	ATC Operational Funds	232,500	7,500	-	225,000
	subtotal	*$ 292,500*	*$ 7,500*	*$ -*	*$ 285,000*
99575100-522250-C1535	Innovation Center Operations (Facility R&M)	$ 1,000	$ -	$ -	$ 1,000
99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	13,498	732	-	12,766
99575100-531100-C1535	Innovation Center Operations (Maintenance Supplies)	680	-	-	680
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	152	-	-	152
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	365	-	-	365
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	1,849	-	-	1,849
99575100-531230-C1535	Innovation Center Operations (Electricity)	15,416	368	-	15,048
	subtotal	*$ 32,960*	*$ 1,100*	*$ -*	*$ 31,860*
99575100-579000	Reserve	$ 72,570	$ -	$ -	$ 72,570
	subtotal	*$ 72,570*	*$ -*	*$ -*	*$ 72,570*
	Total	$ 398,030	$ 8,600	$ -	$ 389,430

(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.

ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report

As of July 31, 2015

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			$ 398,262		
	Revenues collected to date		-		
	Expenditures incurred to date		(8,600)		
Fund Balance (current)			$ 389,662		
	Forecasted revenue collections		-		
Fund Balance (forecasted)			$ 389,662		
	Allocation of Forecasted Fund Balance:				
	Spendable (available for investment by the Board)		$ 72,802		
	Non-Spendable (unspent/remaining project allocations)		316,860		
			$ 389,662		

GAAP

Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
July 31, 2015

ASSETS		
Current Assets:		
Cash and Cash Equivalents	$	389,662
Investments		
Restricted Cash for Bond Issuance Costs		-
Total Assets		389,662
LIABILITIES		
Current Liabilities:		
Accounts Payable		-
		-
Due to Other Funds		-
Total Current Liabilities		-
Current Liabilities Payable from Restricted Assets:		
		-
Total Current Liabilities Payable from Restricted Assets		-
Noncurrent Liabilities:		
		-
Total Noncurrent Liabilities		-
Total Liabilities		-
Fund Balance		
Restricted		-
Unassigned		389,662
Total Fund Balance		389,662
Total Liabilities & Fund Balance	**$**	**389,662**

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended July 31, 2015

	Actual Amounts
Revenues	
Rent/Royalties	$ -
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	-
Total Revenues	**-**
Expenditures	
Community Development	8,600
Debt Service:	
Principal	-
Interest	-
Total Expenditures	**8,600**
Excess (deficiency) of revenues over (under) expenditures	(8,600)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(8,600)
Fund Balance, Beginning of Year	**398,262**
Fund Balance, End of Year	**$ 389,662**

THE CITY OF

ALPHARETTA

GEORGIA

City Council Meeting
STAFF REPORT

Submitting Department: Community Development
Submitted By: Richard McLeod, Senior Planner
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: PH-14-11 ALPHARETTA DOWNTOWN DESIGN GUIDELINES - ORDINANCE **(2ND READING)**
AN ORDINANCE OF THE CITY OF ALPHARETTA ADOPTING THE ALPHARETTA DOWNTOWN DESIGN GUIDELINES; AMENDING SECTION 16-44 OF THE CODE OF THE CITY OF ALPHARETTA DESIGN STANDARDS TO INCLUDE THE ALPHARETTA DOWNTOWN DESIGN GUIDELINES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

II. RECOMMENDATION:

RECOMMENDATION:
Approve PH- 14-11 Alpharetta Downtown Guidelines.

PLANNING COMMISSION:

This item was heard at the August 6th Planning Commission meeting. After discussion, the Commission recommended unanimously to approve.

III. REPORT IN BRIEF:

Consideration of adding the Alpharetta Downtown Design Guidelines as an amendment to the Alpharetta Design Review Ordinance and Design Guidelines.

DISCUSSION

The Design Guidelines are intended to ensure that new development within Downtown meets the goals of The Downtown Master Plan. Downtown Alpharetta is envisioned as a vibrant live-work-play district featuring shops and restaurants, walkable streets, a range of open spaces, civic uses, new mixed-use developments, contextual housing, preserved historic resources, and more. With its sense-of-place and small town scale, Downtown is intended to represent an authentic town center with programming and design that differentiate it from other business centers in the Alpharetta area and make it a focal point for citizens of Alpharetta and nearby communities.

While the Design Guidelines are not intended to establish a single architectural design direction for downtown, they do provide guidelines and standards for site design, the design of buildings and streetscapes, materials selections, exterior lighting, and signage design that are consistent with the design of the traditional Main Street as seen in small to medium sized towns throughout the United States, most of which were built during the 19th century up through the early part of the 20th century. The Design Guidelines are intended to be flexible and fluid in order to take advantage of the future development trends, while maintaining a sense of visual cohesiveness within the downtown area.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Downtown Design Guidelines, Ordinance

Alpharetta Downtown Design Guidelines

August 10, 2015

Alpharetta Downtown
Design Guidelines

The Alpharetta Downtown Design Guidelines (The Design Guidelines) are an amendment to the Alpharetta Design Review Ordinance and Design Guidelines. These guidelines expand the area subject to the Alpharetta Design Review Ordinance and Design Guidelines to include the "Downtown Core" identified on page 70 of the adopted Alpharetta Downtown Master Plan (The Master Plan). These guidelines also provide additional standards that apply to all non-single family detached buildings, structures, sites and areas and the property on which they are located. Other applicable guidelines, regulations, and ordinances regulating development also apply. Where guidelines stated in this document are in conflict with other governing regulations, unless otherwise noted, the more restrictive shall control. Additionally, sculptures, art, and murals shall require review by the Art Commission.

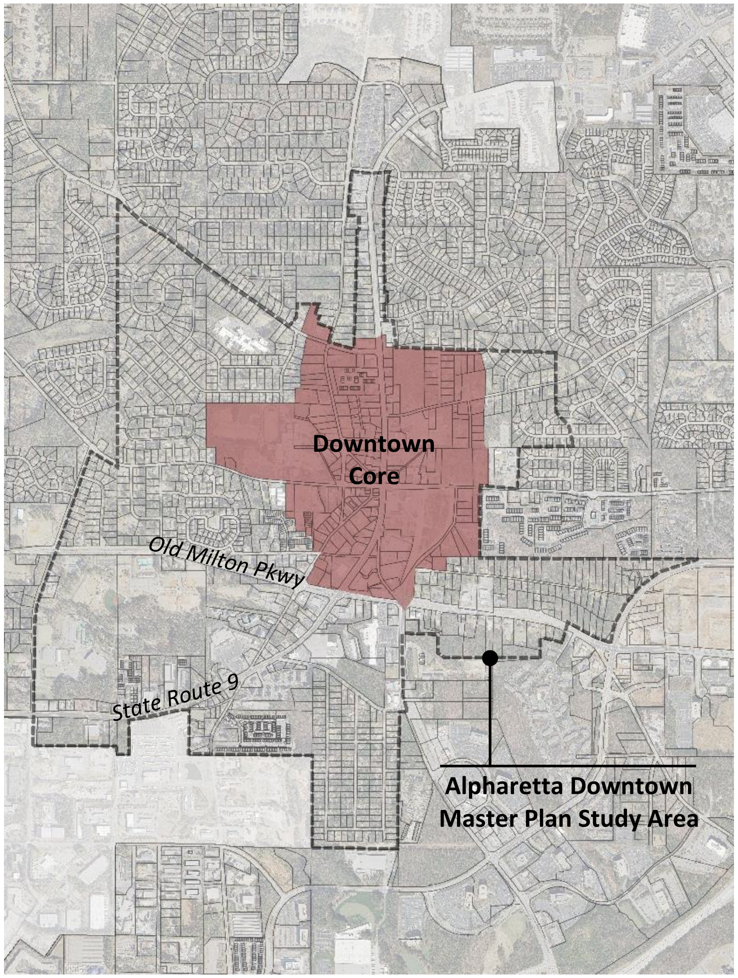
The Design Guidelines are intended to promote new development within Downtown Alpharetta that meets the goals of The Master Plan. These Guidelines include both standards (requirements that must be complied with) and recommendations (suggestions that are strongly encouraged to be complied with). Standards typically use the word "shall", an active verb (i.e. "provide" or "install") and/or a clear directive ("are not permitted", or "are required"). Images and illustrations are provided of many of the issues discussed and are intended to aid developers and City Staff in the design and approval processes.

Finally, some guidelines only apply to specific building types. Definitions of these building types are established in the City of Alpharetta Downtown Overlay, which applies to the entire Downtown Core regulated by these Design Guidelines.

Master Plan Goals

Downtown Alpharetta is envisioned as a vibrant live-work-play district featuring shops and restaurants, walkable streets, a range of open spaces, civic uses, new mixed-use development, contextual housing, preserved historic resources, and much more. With its rich sense-of-place and small town scale, Downtown is intended to represent an authentic town center with programming and designs that differentiate it from other business centers in the Alpharetta area and make it a focal point for citizens of Alpharetta and nearby communities.

While the Design Guidelines are not intended to establish a single architectural design direction for Downtown Alpharetta, they do provide guidance and standards for site design, the design of buildings and streetscapes, material selections, exterior lighting, and signage design that are consistent with the design of the traditional Main Street as seen in small to medium sized towns throughout the United States, most of which were built during the 19th century up through the early part of the 20th century. The Design Guidelines are intended to be flexible and fluid in order to take advantage of future development trends, while maintaining a sense of visual cohesiveness within the downtown area.



These guidelines apply to all non-single family detached buildings, structures, sites and areas and the property on which they are located within the Downtown Core of the Alpharetta Downtown Master Plan Study Area.

Alpharetta's Downtown is intended to reinforce its established historic scale, character, and connectivity while embodying the architectural practices commonly found within the commercial centers of traditional towns built prior to World War II - commonly referred to as the traditional "Main Street". Overall planning and building arrangement should promote a compact pedestrian-scaled environment while individual buildings should be designed and detailed to reinforce the pedestrian-oriented character of Downtown.

Key Design Principles

The following Key Design Principles establish the foundation of these Design Guidelines whose purpose is to ensure the overall character of this unique environment.

- Buildings shall be located, designed, and programmed to activate open spaces, promote pedestrian activities, provide visual interest, and create an enjoyable, vibrant, and mixed- use environment.
- Building design shall utilize massing, materials, and architectural details and ornament to achieve compatibility with existing buildings within the Historic Business District and nearby areas.
- Compatibility is not meant to be achieved through uniformity or the replication of existing buildings, but through the use of variations in building elements to achieve individual building identity. Traditional Main Street buildings typically employ a variety of architectural styles, sometimes informed by the geographic location or the time period of construction.
- Avoid a pastiche of styles and competing architectural details. Traditional details, when used, should be appropriate to their style.
- Building facades should include appropriate architectural details and ornament to create variety and interest.
- Buildings shall be built to, or close to, the sidewalk with entrances oriented towards the street to promote a consistent and well-defined pedestrian environment.
- Open space that allows for community gatherings and more passive pedestrian activities is a vital component of any successful downtown environment. Rather than create smaller, disconnected spaces on a per development block basis, The Master Plan concentrates open space into larger locations with convenient public access.
- Create a sustainable environment that will be embraced by generations to come.

The historic Milton County Courthouse was built in 1877 and sat at the corner of Main and Academy Streets (razed in 1955).

Buildings and streetscape within Alpharetta's existing downtown.

An illustration of potential development.

Elements of Main Street Design

Prior to World War II, the traditional Main Street served not only as the community's primary commercial center, but also as an important part of its social life by providing a mix of uses and amenities which together activated streets and open spaces and helped define the towns' individual character. Streets, blocks, lots, and buildings were laid out and designed with both function and aesthetics in mind. Utilizing local materials and building techniques, communities were able to create a built environment that represented their individual character and future aspirations. Over time, as the community grew and evolved, additional streets and blocks were added while existing buildings and spaces were adapted or repurposed to meet current needs. The resultant is a Main Street that embodies the community not just at a single point in history, but as an authentic physical narrative of its evolution.

While one cannot ensure great buildings or places by simply copying the best historic ones, there are a number of common architectural attributes found along the traditional Main Street that, when arranged and properly utilized, will contribute to a well-proportioned, visually pleasing, and economically viable downtown neighborhood. These attributes include the size, scale, level of detail, location, and juxtaposition of buildings and individual facades and their associated architectural details. In order to establish and maintain a consistent character, it is important to be mindful of not only the design of a single building facade and its component parts but also understand how each fits into, and interacts with, neighboring buildings and spaces.

Pages 6-9 identify and illustrate key architectural attributes that characterize Main Street architecture. Alternatively, pages 10 and 11 identify and illustrate attributes of design that detract from the character of a traditional Main Street. Because Downtown Alpharetta includes both traditional Main Street areas and traditional residential streets, it is important to note that the following are intended to apply to the latter. Projects that include the preservation of historic residential buildings over 75 years old or completely consist of new residential buildings should be afforded some relief from the standards on pages 6-11.

King Street is both the commercial and social center of Old Town Alexandria, VA.

Town Green in Athens, GA.

A variety of building massings, styles and uses along with an appropriate amount of open space creates an inviting, human-scaled and viable environment.

Building Location & Orientation

- Mixed-use and shopfront buildings are built to, or close to, the back of the sidewalk and establish a well-defined street edge that contributes to a greater sense of enclosure and clearly defined path.
- Mixed-use and shopfront buildings are placed close to the sidewalk to increase visibility into ground floor commercial uses.
- Street-level uses and building entries are oriented towards the street.

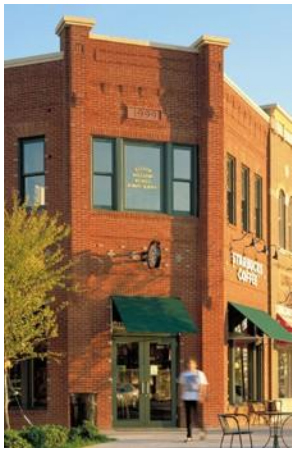
Block Massing

- Individual blocks are broken down into a series of buildings each with distinct facade expressions.
- Above illustrates a street that is predominately three stories in height with different roof and parapet treatments on each building used to break up the blocks' mass and provide visual interest. Below illustrates a block with more varied building height.

Building Massing

- Larger buildings that occupy a greater percentage of the block, utilize massing changes and fenestration rhythms to break down their length and relate them to smaller buildings.
- Traditional Main Street buildings are characterized by simple massing and forms.

Corner Articulation



- Simple massing and small changes in plane or height are used to emphasize certain intersections and points of interest within Downtown. Variations in massing complement, and do not compete with, other nearby design elements.

- Not all corners require massing articulation and may be treated more simply.

Building Entrances

- Building entries for upper level uses and pedestrian pass throughs may be identified via a change in massing and architectural elements that distinguish them from storefronts, as shown above. Alternately, they may be more discreetly incorporated into the ground floor fenestration, as shown below.

Variation of Styles

- While most Main Street buildings were erected prior to World War II, the inclusion of more recent styles is typical of many downtowns and brings both authenticity and a sense that a place has evolved over time.

- Variation in style can be expressed either as an element within a facade or as a facade within a block. In the above, the ground floor storefront and upper floor windows vary in style from the rest of the traditional facade. Below, the circa 1930s center building provides a counterpoint to its 19th century neighbors.

Facade Design

- Ground floors consist of a high percentage of glass in order to provide a high level of visibility into and out of the commercial establishment.

- Facades of traditional Main Streets are characterized by distinct base, middle and top (parapet) zones that create an attractive and comfortable human scale to the building and block.

- Ground floors can be expressed as a continuation of the building's upper stories' design expression extending down to the ground (lower left) or with applied storefront elements (lower right).

Detail & Fenestration

- Architectural styles can be varied or more similar. The level of detail often is dependent on the style with some buildings more ornate and others more simple.

- Upper level fenestration is typically characterized by simple rhythms of window openings.

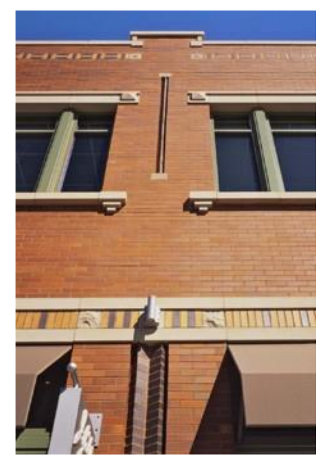
- As shown in the example below, buildings of similar size and with similar levels of detail can be distinguished by different storefront designs, second floor fenestration and parapet design.

Materials & Details

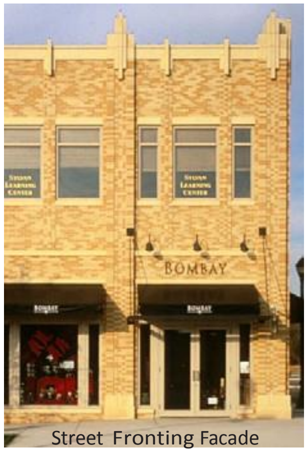
- Main Street buildings are characterized by the use of traditional materials that utilize details appropriate to those materials.

- Well proportioned architectural elements that have an appropriate level of detail for the style of building they articulate provide a sense of scale and visual interest.

- Detail can be achieved through applied ornament, a change in material, building plane, color and texture.



Hierarchy of Detail & Materials



Street Fronting Facade

Entrance at Block Interior

- Not all sides of Main Street buildings are treated the same. The highest level of detail and quality of materials are used on the street fronting facades. Facades at the rear of buildings (block interior) or along alleys favor durability and cost efficiency.

- The materials and level of detail of street-facing facades typically return at corners and sides before transitioning to ones that are less detailed and more cost efficient.

Streetscape

- The streetscape, located between the building face and the curb, is comprised of street trees, accent planting, and street furniture that further promote Main Street's pedestrian activities.

- Sidewalks are sized to an appropriate width to accommodate both pedestrian and commercial uses such as outdoor seating and signage.

- Sidewalks built of durable materials and simple patterns are characteristic of traditional Main Streets.

Signage

- Signage's prime role is to provide commercial identity and branding. Done properly it adds a level of detail and visual interest to the building and the streetscape.

- Below, two examples of signage that complement the style of each building well and are integrated into their architectural elements.

Discouraged Design Elements

Building Setback & Materials

- Buildings set back far from the back of the sidewalk degrade the street edge and do not provide the sense of enclosure that traditional Main Streets provide.

- Street facing facades with limited glass area at the ground level detract from, rather than promote, pedestrian activities.

- Buildings that incorporate an excessive number of materials risk creating a streetscape that looks busy and disjointed and are uncharacteristic of traditional Main Streets.

Massing & Scale

- Building facades composed of architectural elements that are oversized or ill-proportioned disrupt the typically consistent rhythms and proportions found along most Main Streets.

- Overly busy massing in close proximity that compete with each other for attention are uncharacteristic of Main Street.

Massing & Ground Floor Height

- Contemporary interpretations of traditional architectural styles are best executed when the design maintains the basic principles of the referenced style. In the above, the two top floor balconies create oversized, horizontal openings that erode the facade and are out of character with the building’s style.

- Excessively tall ground floor-to-floor heights risk creating buildings with proportions and excessive spandrel zone depths that are not indicative of Main Street buildings.

Discouraged Design Elements

Appropriate Details & Articulation

- Overly blank and/or unarticulated walls do little to activate the streets and spaces which they front.
- Windows set flush with the face of the facade are uncharacteristic of traditional Main Street buildings.
- Changes in color without changes in material and/or plane have a cartoonish effect that detracts from the character of Main Street.

Architectural Style & Context

- Overly thematic designs, particularly when they reference a specific style(s) or time period(s) that is not compatible to the locale, are uncharacteristic of traditional Main Streets.

- Awkward combinations of materials, details and the improper use of architectural style and scale create an inauthentic environment.

Visibility & Signage

- Ground floors that lack visual connections to the street, either through the lack of glazing, as in the above example, or the covering up of storefront with excessive signage, shown below, is a detriment to the pedestrian nature of main streets.
- Signage that is oversized, over-scaled, or blocks visibility into and out of ground floor businesses clutters the facade and does little to activate the streetscape.

The preceding principles establish the foundation for the architectural design of the future development sites within Downtown. Building upon, and reinforcing these principles, the following standards and recommendations are intended to provide guidance in the design and development of buildings and sites that achieve the City of Alpharetta's vision for its heart.

The Standards & Recommendations are broken down into a series of topics, beginning at the larger scale of the block, and successively addressing design issues at the intermediate and finally the smallest scale. In addition to the design of blocks and buildings, streetscape, landscape, signage, and lighting design are addressed owing to their importance in contributing to the character of a place.

Though not specifically called out, sustainability is an overarching goal for new development within Downtown, aspects of which are implied throughout these standards and recommendations by promoting development that is to be built for longevity and embraced by the community. To the extent practical, sustainability should be a consideration in the design, construction and operation of all buildings and spaces within Downtown.

A city block (or simply block) is defined as a parcel or site bounded by public streets. It provides the space within the city's fabric for the placement of buildings and their associated service and support areas. The buildings, through their location relative to the street, overall massing, and height, articulate the edges of the block within which they are arranged and set the tone for the character of the public realm.

In order to create a well defined, pedestrian-oriented environment that promotes street-level activity, buildings within a block shall:

I) Be located at the back edge of the sidewalk.

A. Small setbacks from the building line are generally discouraged and should be reserved for special and limited instances where specific street level uses require additional width at the sidewalk. Setbacks should be limited in both their depth and length along the block so as to maintain a well-defined street edge. Minor setbacks may occur, but with limitations, at corners of a block. *(See Figure 1)*

B. Arcades that project over the sidewalk may be permitted along specific block faces with approval of the Design Review Board (The Board). Columns that support arcades may land within the sidewalk zone provided that a minimum five foot (5') continuous path of travel is maintained. *(See Figures 2A-C.)*

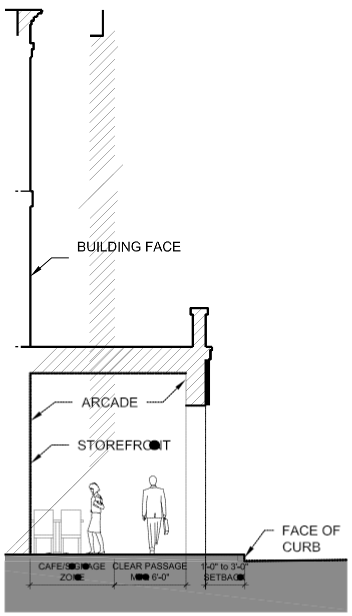


FIGURE 2A: Projecting arcades may be allowed.

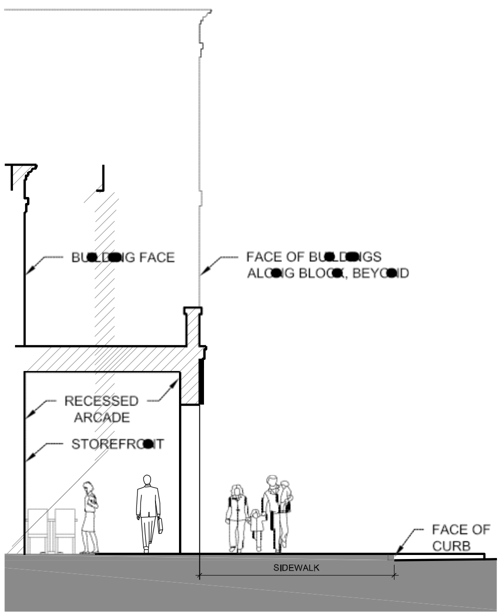


FIGURE 2B: Recessed arcades are generally discouraged.

Buildings built to the back of the sidewalk create a well-defined, pedestrian-oriented environment.

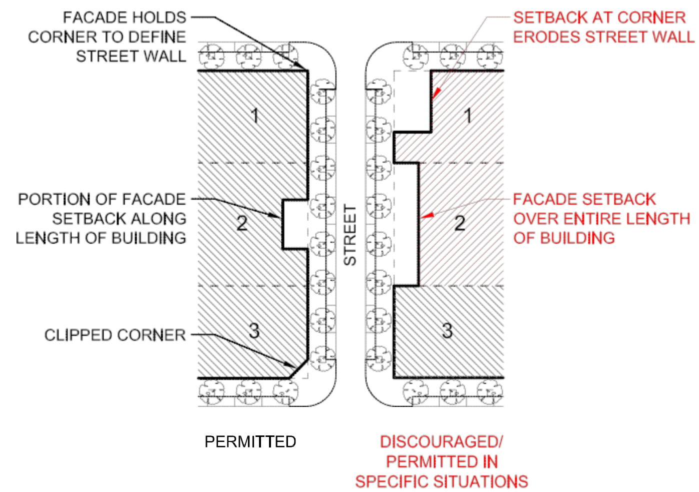


FIGURE 1: Setbacks are generally discouraged.

An arcade that projects over the sidewalk to create a covered seating area while maintaining a clear path for pedestrian travel.

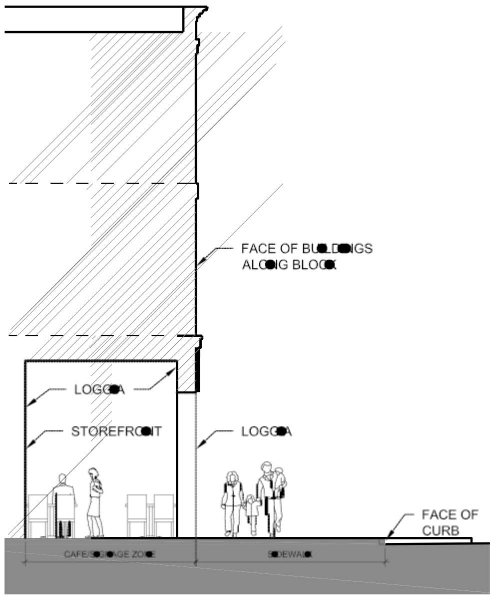


FIGURE 2C: Loggia that are recessed behind the sidewalk are allowed for dining uses only.

C. Minor setbacks at the ground floor alone for entries, vestibules, commercial houses, or residential buildings types are permitted.

D. Parking is not permitted between building and the sidewalk.

E. Landscape or front yards between building and sidewalk is discouraged.

II) Have primary facades and ground floor use entrances that are oriented towards the public street.

A. Secondary entries may be located at the rear or sides of buildings provided they meet the requirements set forth within The Design Guidelines.

B. Entrances to upper floor uses may be located along the street front, side streets, off block breaks, or Block Interior areas.

C. Buildings that front multiple public streets or spaces, such as on corner or through lots, have more than one primary facade and should be designed with architectural emphasis placed on each; either hierarchically, with emphasis on the facade oriented towards the more prominent street or space, or equally with both elevations treated as primary facades.

Minor setbacks for building entrances are permitted.

Areas dedicated for dining along the sidewalk may be recessed within a loggia.

A setback from the building line for restaurant seating. Note, the above building extends back out to sidewalk at the ends of the seating area.

The Block Interior consists of that portion of the block located behind buildings. It can consist of built areas, unbuilt areas, or a combination of both (See Figure 3). On smaller blocks, the building or buildings may occupy the entire block, thus eliminating the Block Interior.

I) Uses that are appropriate to be provided for at the Block Interior include:

A. surface parking

B. service, loading and delivery areas

C. structured parking

D. open space

II) Building facades fronting onto the Block Interior may be simpler in their design than those fronting onto public streets. Though not a requirement, their level of detail may be reduced and/or material palettes may be simplified in favor of durability over cost.

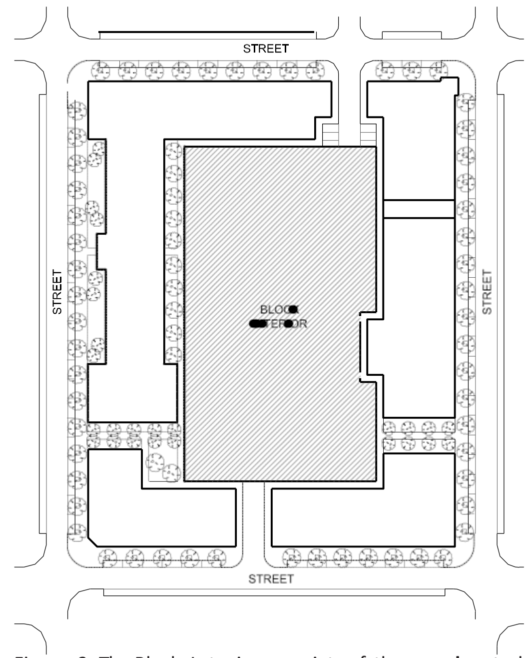


Figure 3: The Block Interior consists of the area located behind buildings.


Block Interiors serve primarily for functional uses such as parking and service. Facades fronting onto block interiors may be much simpler than their street fronting counterparts.

Block Design: Block Breaks

Block breaks provide connections, both pedestrian and vehicular, between the street and Block Interior and are particularly important in adding a level of porosity to longer blocks *(See Figure 4)*. The number and width of these breaks should be minimized in order to screen views into the Block Interior from the street, maintain a defined street edge, and limit the number of vehicle curb cuts along the sidewalk.

I) Vehicular block breaks:

A. shall be located to provide convenient access to parking and service areas within the Block Interior and facilitate efficient traffic movement across the site.

B. shall not occur along portions of blocks fronting the Town Green or along Street D.

C. should provide an appropriately sized sidewalk on at least one side of the vehicular roadway.

II) Pedestrian block breaks:

A. should be located along key pedestrian routes.

B. are encouraged to have landscape plantings and street furniture.

C. may provide outdoor dining and seating areas for adjacent ground floor uses.

D. should, to the greatest extent possible, be activated by orienting street level openings and building entrances along their length.

III) Portals are intermediate building breaks that occur at the first floor and allow for upper levels of the building to bridge over. Portals maintain the street edge of a block and provide opportunities for special architectural treatments.

A. Vehicular portals provide access for both vehicles and pedestrians to areas at the Block Interior including direct access to surface or structured parking.

i. The roadway and sidewalk zones are to be separated either by grade or with bollards or other physical barrier.

ii. A change in materials or material color between the vehicular and pedestrian path is encouraged.

B. Pedestrian portals provide pedestrian only access to the Block Interior.

i. Edges are encouraged to be activated with building entrances, dining/cafe seating, display windows, streetscape furniture, and accent planting.

C. Lighting of portals should be designed to provide for a safe and inviting path.

IV) A block break used for a drive-up window is subject to Board approval.

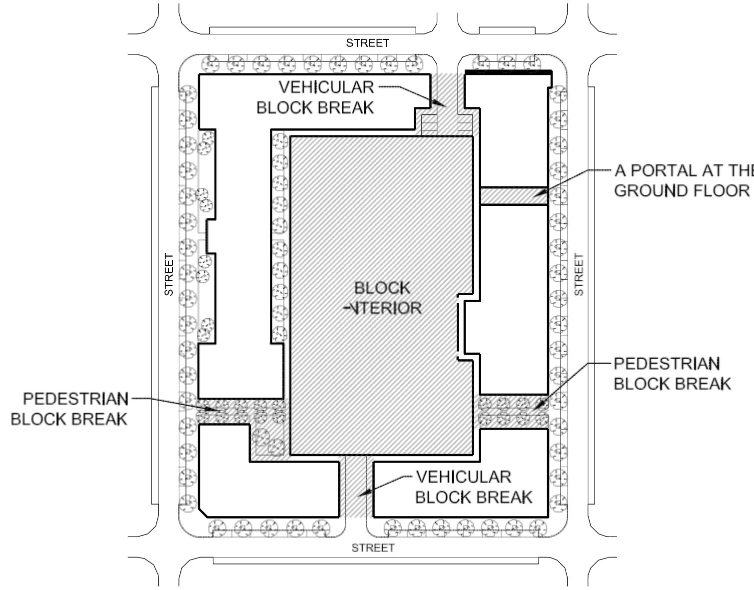


Figure 4 Identifies the access types to the Block Interior.

a Pedestrian Portal connects the street to block interior.

A Vehicular Block Break with an appropriately sized sidewalk.

A Pedestrian Block Break with a covered dining area.

Block Design: Block/Building Massing

Building massing generally refers to the shape of a building's volume. Traditional Main Street shopfront or mixed-use buildings usually have relatively simple massing; the street facades are relatively planar, have minor, if any, setbacks or projections, and are built straight up to the parapet. Setbacks, when they occur, are often reserved for the uppermost story or at the first floor at an entrance. Projections usually consist of minor facade articulations (e.g., balconies, pilasters, facade folds, and minor bays) except where more significant projections such as bays, oriels, and tower elements are used and are appropriate to the building's stylistic expression and location.

I) A building's massing should relate to its site location, use, and architectural context.

A. Building massing should reinforce the massing patterns of other Downtown buildings.

B. Unique massing forms (e.g., towers, domes, and porticos) should be reserved for those buildings located at key points of interest or housing important civic functions.

II) The massing of longer blocks are encouraged to be broken up by:

A. locating multiple buildings along any given block face. (*See Figure 5*)

B. utilizing a segmented facade treatment (*see Glossary*) on larger buildings. (*See Figure 5*)

i. Changes in segmented facade treatment should be planned to occur at the first floor tenant demising lines. Tenants may take up multiple, whole, segmented facade treatments.

ii. The widths of segmented facade treatments are encouraged to be based on a standard module similar to those found along traditional Main Streets.

C. breaking up of longer buildings with massing articulation.

D. a combination of A, B, and C above.

III) Variations in the width, height, and rhythm of street-facing facades are encouraged along any block face.

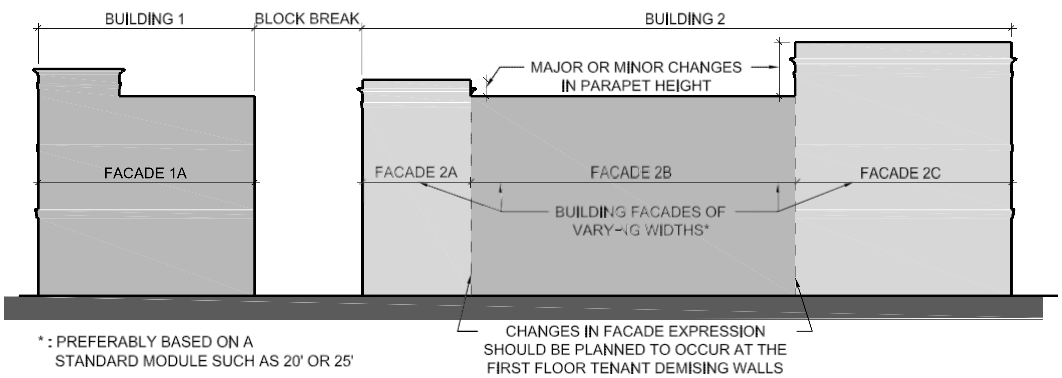


Fig. 5: Diagram of a block broken up by multiple buildings. Building 2's massing is further broken up by segmented facade treatments.


Examples of buildings that use simple massing articulations.

An example of a building that utilizes a segmented facade treatment of varying width facades to break down the perceived length of the block face.

Buildings that take up larger portions of a block, use massing articulations and fenestration rhythms that break down the scale of the block.

Block Design: Block/Building Massing

IV) Important elements such as building entrances or pedestrian portals may be reinforced with changes in massing or breaks in the predominant rhythm of the block.

V) If the opportunity exists, a building's massing should emphasize and frame or terminate important vistas. Building corners may be articulated in various ways (*see Figure 6*), but should not compete with other, adjacent massing articulations.

VI) Projections

Architectural elements such as balconies, bay projections, show windows, canopies, and awnings should be integrated into the design of street fronting facades to provide an added layer of variety, detail, and interest along the block face.

A. Projections should be designed with regard to the individual building's design as well as the overall length of the block and street in terms of location, scale, rhythm, and relationship to one another.

B. Visually unsupported and unresolved projecting architectural elements are discouraged.

C. Projections at the ground level should be limited in their depth as to not obstruct sight lines into ground level uses. Where projections reduce the width of the sidewalk, a clear pedestrian path of five feet (5') must be maintained along the length of the building.

D. Projections are only required in commercial house building types as appropriate to the style.

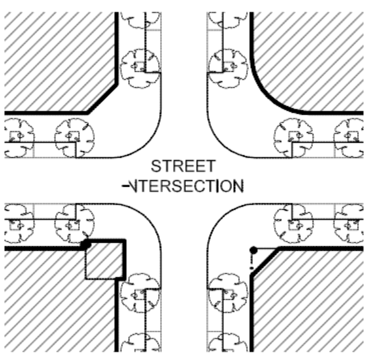


Figure 6: Diagram of building massings that emphasize corners.

Massing articulations at corners should complement plan relationships and not compete with other massing articulations.

Projections of massing or elements within traditional Main Street facades are typically minor.

More significant projections, such as balconies, bays or show windows, may be incorporated into the facade at select locations.

Block Design: Building Height

The Master Plan identifies recommended ranges for building heights (in floors) ranging in height from 1-4 stories.

I) Buildings shall be designed to accommodate a minimum first floor finished ceiling height of twelve feet (12’) to allow for retail commercial uses at the ground floor. Taller ceiling heights are allowed provided:

A. the height of the storefront is increased proportionately.

B. any increase in the height of the spandrel zone (the area between the head of openings on one floor and the sill of the openings on the above adjacent floor) between the ground and second floors is compensated through the use of architectural details that act to subdivide it into smaller areas.

C. a combination of A and B, above.

II) It is encouraged, though not required, that the heights of buildings along the street vary along the length of a block.

III) Adjoining buildings of the same story height should, where practical and not in conflict with their overall architectural expression, have offsets in their adjoining parapet or cornice heights.

A commercial main street with a large variation of facade and building heights along the block.

A street that is predominately three stories in height with different roof and parapet treatments on each building used to break up the blocks’ mass and provide visual interest.

Facade Design: Facade Organization

Facade design addresses the organization, fenestration, detailing, and material composition of the exterior of a building.

I) In order to create an attractive and comfortable human scale for buildings and blocks, the designs for all building facades (except commercial houses) that front onto public streets and spaces should express a distinct base, middle, and top (parapet). (*See Figure 7*)

A. The Base is the lowermost story of a building. It visually anchors the building to the ground. Areas of wall, piers, and pilasters, together with larger windowed areas, typically comprised of storefront and entrances makeup the majority of the Base. Though not a requirement, some type of horizontal band or belt course separates the building Base from the Middle.

B. The Middle is the portion of the facade between the Base and Top and comprises the building's upper floors' openings, and, depending on the building's height and facade organization, may or may not encompass the uppermost floor. On most Main Street buildings, the middle zone of the facade is characterized by simple window rhythms. Depending upon the style, the detail and articulation of openings and wall area can range from simple to ornate.

C. The Top of the facade, which, depending on the overall building height may or may not include the uppermost floor, visually completes the facade as it meets the sky. The Tops of Main Street facades typically consist of the building's cornice and/or parapet.

II) Fenestration is the design and detailing of the openings within a façade. Together with massing, it is one of the primary elements that defines the design character of a building's exterior.

A. The fenestration at the first floor of commercial buildings should be composed of a high percentage of window area in order to promote visibility into retail and dining establishments. Upper stories, which are less likely to be occupied by retail tenants may have a smaller percentage of window opening area.

i. Buildings with first floor commercial uses should have ground floor openings (windows and doors inclusive of framing, dividing, and sub-dividing elements) along street-facing facades that are not less than **50%** of the first floor facade area. Facade area is measured from grade to finished floor at second level.

ii. Upper levels should have openings (windows and doors inclusive of framing, dividing, and sub-dividing elements) not less than **20%** of the upper level facade area. Facade area is measured from the finished floor at the second level to finished roof at the face of the facade.

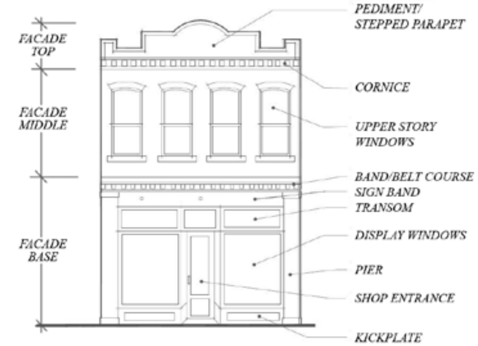


Figure 7: Illustration of a typical mixed-use building facade's organization.

Traditional Main Streets are characterized by a high percentage of glazing at the street with a smaller percentage at sides and upper floors.

An example of a facade that uses both simple fenestration rhythms and level of detail to compose an elegant facade.

iii. Glass used to satisfy the above must be unpainted and have an external reflectance of less than 15%.

B. Fenestration rhythm is the regular recurrence or pattern of upper level window openings along the length of a facade or block.

i. Facades should be composed of simple fenestration rhythms. Complex rhythms and misalignments, relative to other upper level openings as well as ground level fenestration, should be avoided.

ii. Variation in the fenestration rhythms within a block length are encouraged.

iii. For most Main Street architectural styles, upper level window openings should utilize vertical window proportions. Where horizontal proportioned openings are appropriate to the building's style, the use of divisions within the window opening to create more vertically proportioned sub-divisions of the window area are encouraged.

iv. To the extent practicable, the design of fenestration at upper floors should allow for the use of standardized office planning modules in order to provide the greatest flexibility for future tenant leasing.

C. Larger window and door openings should be subdivided using both vertical and horizontal elements (e.g., pilasters, mullions, transoms) of varying dimension. Where appropriate to the building's architectural style, muntin bars may also be used to subdivide the glass area. Fenestrations that utilize large amounts of glass (e.g., continuous glazing systems, ribbon windows) may be permitted if appropriate to a building's architectural style and location within a block.

D. Windows and doors should be recessed within their opening in the exterior wall in order to provide a sense of depth and wall mass.

i. Window and door frames should be recessed to the extent compatible with the building's architectural style, but not less than two and one-half inches (2 1/2") from the exterior wall plane.

ii. The recess depth identified in II.D.i., above, is measured from the predominant exterior wall plane and is exclusive of the depth of any applied trim or surround at the opening.

E. Double hung and casement window types are encouraged within openings above the ground floor. Non-operable windows should have sight lines that resemble the appearance of double-hung or casement window types. Horizontal sliding type windows and doors are not permitted.

Variation in simple fenestration rhythms at the upper level along a block.

An example of two similarly sized facades which are distinguished by two different fenestration rhythm at both the ground and upper level.



Windows recessed from the face of the exterior wall provide a sense of depth to an opening and mass of the building.

F. Storefronts allow visibility into a commercial establishment and allow businesses to display their merchandise to customers.

  i. Storefront windows should be predominantly open to the interior so that the interior of the commercial establishment is visible to customers and pedestrians from the outside.

  ii. The design of a building's storefront areas can vary within a single building and along the length of the block, but should be consistent for any one tenant. Generally, storefront designs fall into two broad categories: integrated storefronts and applied storefronts.

    a. Integrated storefronts are those that allow the architectural expression or style of the building to continue down to the first floor. The tenant's branding of their space is typically limited to the installation of signage and possibly awnings or canopies. The ground floor window and door openings are typically consistent with the design of the upper floor openings, though the tenant may make some modifications of the door and window framing elements within the openings.

    b. Applied storefronts are those that apply a distinct architectural treatment at the first floor that is specific to a particular tenant space. In addition to signage, awnings or canopies, applied storefronts typically utilize architectural elements, such as pilasters, panels, frames, lintels and cornice elements that are applied to the building's ground floor façade and express the tenant's identity. Applied storefronts may interrupt or eliminate non-structural wall or pier elements in order to create larger door or window openings. Where a tenant's space ends at a mullion or pilaster "within" an opening, applied storefront is not permitted to be utilized at only the tenant's portion of the opening, and integrated storefront would need to be used at that opening.

  iii. The design and detailing of storefront and its component parts are critical to creating attractive and pedestrian scaled ground floors.

    a. The following attributes of storefront design are strongly <u>encouraged</u>.

      1. Storefronts whose design and details relate to the building's overall style.

      2. Storefront designs, when they differ in style from that of the overall building, that are well designed and detailed and do not detract from or compete with the building's design.

      3. Storefronts that introduce subdivisions into larger glass areas. These can be in the form of pilasters, mullions, horizontal divisions, and muntin bars. These elements, when appropriate to the building's style,

Variation in the treatment and architectural style of storefront along a block face provides for a visually diverse streetscape.

Integrated storefront expresses the building's overall design and architectural style as it continues down to the first floor.

The above illustrate storefront that is applied as a base element to the facade.

should utilize recessed and/or raised profiles to further break down and articulate their surface areas.

4. Storefronts that introduce depth into the window framing and window subdivision elements. This can be achieved with trim elements that are added onto the window framing system, examples which include brick moulds, panning, and other applied trim at the face of the window frame.

b. Further, the following attributes of storefront design are strongly <u>discouraged</u>.

1. The use of dark or heavily tinted glass.
2. The use of translucent, frosted, or film-backed glass (unless in front of service areas that cannot be located to sides or rear of a building).
3. Aluminum storefront framing systems (“storefront systems”) with unarticulated frame faces wider than one and one-half inches (1-1/2”). Systems with frame members whose outer face is wider than one and one-half inches (1-1/2”) should employ applied trims and panning extrusions to articulate the face of the frame.

G. The location and design of entrances to both street level and upper floor tenants are important to pedestrian wayfinding and supporting a viable retail environment.

i. All entrances shall be easily identifiable as primary points of access.

ii. To the extent practicable, the design of the building’s facade at the ground floor should allow for the flexible location of commercial tenant entrances.

iii. Building entrances for upper floor tenants should be integrated into the design of the overall building facade and should be distinguished from tenant entrances.

iv. Building entrances for upper floor tenants may be defined by an articulation of the building’s massing and/or the use of architectural elements that provide emphasis to the entrance (e.g., lintels, pediments, pilasters, columns, porticos, porches, and canopies). The details should be compatible with the building’s overall architectural style in terms of scale, materials, colors, signage, and lighting.

v. The number of secondary access doors (e.g., egress, service, etc.) located within a public street-facing facade should be minimized. If their location requires their placement within a public street-facing facade, the design of such entrances should be incorporated into that facade’s design.

Examples of storefront that are composed of well-proportioned and detailed pilasters, mullions, and cornice trim.

Larger glass areas are subdivided using elements of various width and amount of projection to provide a level of hierarchy within the opening.

Building entries may be identified via a change in massing and architectural details that distinguish them from tenant entrances as shown at left. Alternatively they may be incorporated into the ground floor treatment as illustrated above.

Building facades fronting onto public streets and open spaces should utilize architectural details and ornament that are consistent in their design and scale with each building's style and scale in order to provide visual interest and help to create a human scale. Architectural details include, but are not limited to, such elements as base courses, water tables, pilasters, sills, lintels, band courses, spandrel panels, cornices, and parapets and can be applied to a facade or achieved through a change in materials, plane, color, and texture.

I) Architectural details should be designed to the appropriate scale, proportions, and complexity of detail of a building's architectural style.

II) Architectural details should further articulate a building's massing to provide a sense of scale, texture, and visual interest along the street that is appropriate to each building's architectural style.

III) Architectural details that reinforce the retail character of the ground floor and help to define the pedestrian environment, such as canopies, awnings, overhangs, and well-detailed storefronts, are encouraged and should be integrated into the architecture of the building.

IV) Oversized architectural details should be avoided.

V) All buildings are not required to have the same level of detail. Traditional Main Streets are characterized with buildings of varying levels of detail.

VI) Details that take advantage of the inherent properties of a material are encouraged.

Architectural details that are consistent in their design and scale with the overall facade and adjacent buildings promote a cohesive environment.

Variation in the architectural style and level of detail of facades along a block adds visual interest and provides the sense a place has evolved over time.

Details such as polychrome (left) or corbelled (right) brick patterns take advantage of the inherent properties of brick to cost efficiently add interest and texture.

Exterior building materials should consist of those that have been traditionally used in Main Street architecture. In addition, certain non-traditional materials that emulate traditional materials and provide advantages relative to maintenance, durability, and cost will be permitted as indicated below.

I) Materials should be selected based on their visual characteristics, quality, and durability.

II) The sustainability of a material should be considered in the selection and specification of exterior building materials and finishes.

III) Exterior building materials visible from a street or public open space should be selected from the following:

Brick

Manufactured stone,

Natural stone

Cement-based siding

Hard coat stucco

Fiber reinforced plastic (FRP) – used for exterior details and architectural elements, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings and balustrades, spandrel panels, and similar elements.

Painted steel and aluminum, cast iron, brass, bronze, copper.

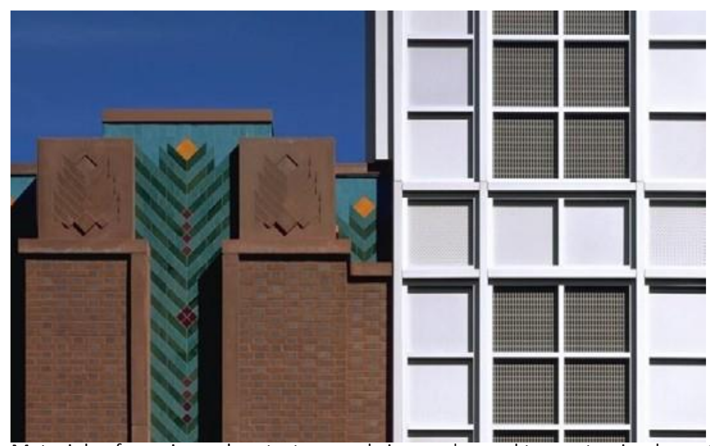
Wood when used as part of a storefront finish or on a residential building or commercial house only. Must be a species recommended for exterior exposure by AWPA (American Wood Protection Association) or equivalent standards.

Roofing materials (visible from any public right of way): copper, factory finished painted metal, slate, synthetic slate, terra cotta, cement tile, glass fiber shingles.

Materials other than those discussed above may be appropriate for architectural trim and accent applications including but not limited to: cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.

Materials should be selected with consideration of durability and aesthetics.

The scale of materials should be appropriate to their location on the facade.



Materials of varying color, texture and size can be used to create visual contrast.

IV) Including the materials listed on the previous page, the following additional materials may be used on facades that are not visible from the street or public open space:

Split face concrete masonry units

Exterior insulation finishing systems (EIFS) with Board approval.

V) Building facades should be constructed of a minimum number of primary materials. Additional materials may be used as trim or accent materials, however, the use of an excessive number of materials risks creating a building that is inconsistent with the intended character for Downtown.

VI) Building materials are permitted to vary from the primary facades not fronting onto a public street, right-of-way, or public open space. On secondary and rear-facing facades (i.e., those facades not fronting onto a public street, right-of-way or public open space) the building materials are permitted to vary from the primary facades.

A. Facades fronting onto alleys, block breaks, and the Block Interior may be designed with additional materials noted above and a reduced level of detail, reflecting the reduced level of importance of the areas they front.

B. Street facing facade materials and details should return at least one architectural bay along an alley or block break before transitioning to additional materials and details.


Street facing facades use the highest level of detail and quality materials.

Facades fronting onto a block interior, parking and service area employing a simplified level of detail.


Street facing facade materials and details return one bay along an alley or block break.

While the preceding standards and recommendations are style-neutral and apply to all buildings, architectural styles are still critical to establishing a strong sense of place in Downtown Alpharetta. The community takes pride in its historic buildings and recognizes the importance of traditional architecture in reinforcing the local identity and civic pride. The new City Hall and Library are but one demonstration of this and seek to set the standard for new private development in the greater Downtown area.

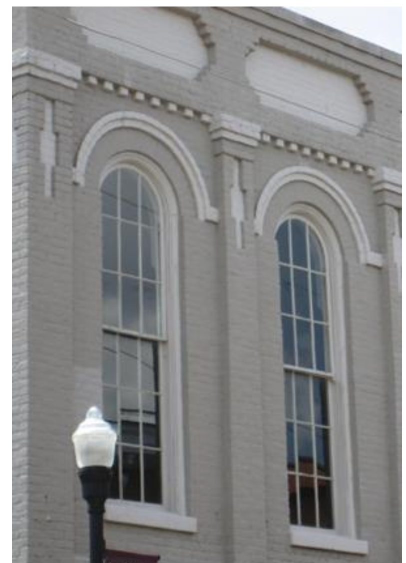
At its simplest, “architectural style” refers to the way that doors, windows, and building details are designed and organization on a façade. It is different from “building type” and can, in fact, be applied to almost any building.

In order to ensure a cohesive and orderly townscape in Alpharetta, all new buildings should be designed in one of the following architectural styles:

- Georgian
- Greek Revival
- Stick
- Shingle
- Romanesque
- Federal/Adam
- Neoclassical
- Queen Anne
- Folk Victorian
- Italianate

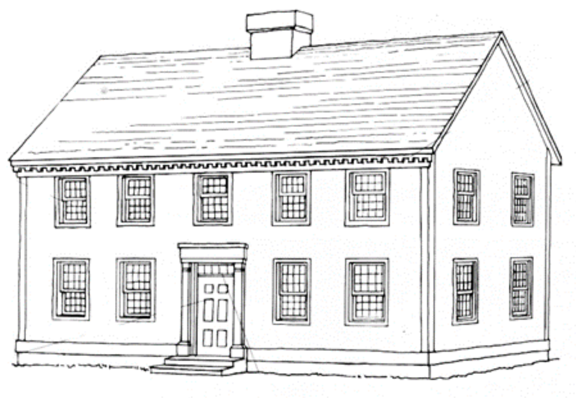
Specific features of these styles are summarized on the following pages. More detail can be found on the in *A Field Guide to American Houses* by Virginia Savage McAlester or *Residential Architectural Styles in Georgia* by the Historic Preservation Division of the Georgia Department of Natural Resources.

The following pages also identify appropriate building types for each style. The application of these styles to individual buildings can and should vary by building type. Smaller residential buildings should reflect the most “pure” interpretation of the style, while shopfront or mixed-use buildings may incorporate the style through the application of architectural details to simple building forms as described on page 31.



On larger buildings, such as shopfront and mixed-use buildings, architectural styles should be achieved through the application of architectural details to simple building masses.

Georgian



Source: *A Field Guide to American Houses* by Virginia Savage McAlester

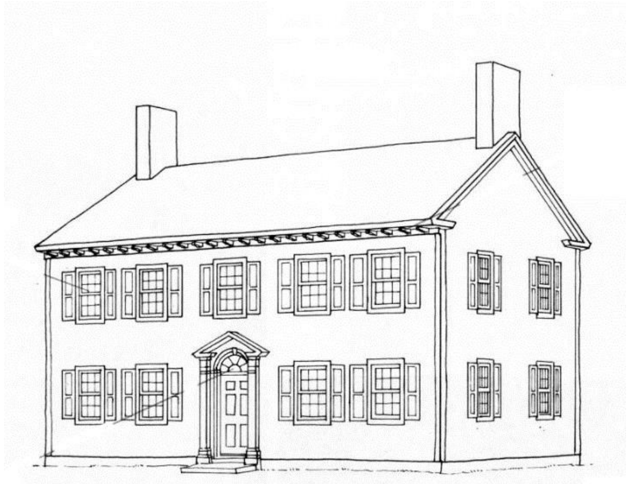
Elements of the Georgian style are as follows:

- Front facades are always symmetrical and usually five windows wide. Narrower buildings are sometimes three windows wide and larger buildings are sometimes seven windows wide. There is never an even number of windows across the front façade.
- Front doors are paneled, centered, and topped with a decorative crown support by decorative pilasters. There is also usually a row of small rectangular glass panes beneath the crown, either within the door or in a transom.
- Windows have double-hung sashes, typically with nine or twelve small panes per sash. Windows are never in adjacent pairs.
- The cornice is usually emphasized with tooth-like dentils or other decorative molding.

Appropriate building types:

- All building types

Federal/Adam



Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Federal/Adam style are as follows:

- Front facades are always symmetrical and usually five windows wide. Narrower buildings are sometimes three windows wide and larger buildings are sometimes seven windows wide. There is never an even number of windows across the front façade.
- Front doors are paneled, centered, and topped with a semi-circular or elliptical fanlight. There are also usually sidelights, an elaborate crown and surround, and/or an extended small entry porch.
- Windows have double-hung sashes, typically with six panes per sash. Windows are never in adjacent pairs.
- The cornice is usually emphasized with tooth-like dentils or other decorative molding.

Appropriate building types:

- All building types

Greek Revival

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

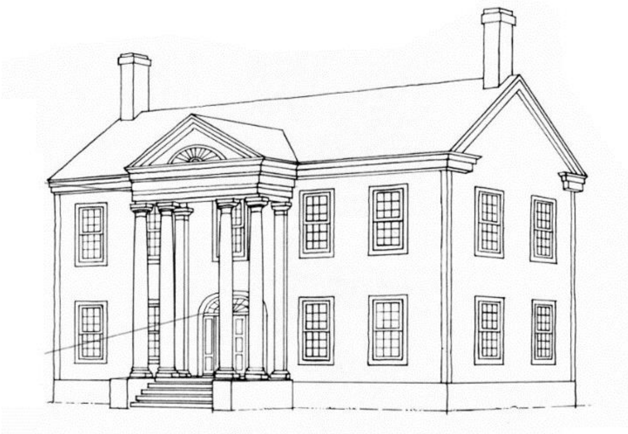
Elements of the Greek Revival style are as follows:

- Front facades of the principal building mass are usually symmetrical. Exceptions to this are limited to off-centered doors, which may be located at one side of the structure, especially in narrower townhouse or mixed-use building types.
- Front doors include a narrow line of transom and sidelight windows, usually incorporated into an elaborate door surround.
- Front entry porches or full-width porches are usually provided. Porch roofs are always supported by square or rounded columns of one of the Classical Orders.
- The cornice is emphasized with a wide, divided band of trim.
- The roof is usually gabled or hipped with a low pitch.

Appropriate building types:

- All building types

Neoclassical



Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Neoclassical style are as follows:

- Front facades are always symmetrical and usually five windows wide. Narrower buildings are sometimes three windows wide and larger buildings are sometimes seven windows wide. There is never an even number of windows across the front façade.
- Front facades are usually dominated by a full-height entry porch with a triangular gable above supported by four columns with shallow square bases.
- Front doors are paneled, centered, and topped with a semi-circular or elliptical fanlight.
- Windows have double-hung sashes.

Appropriate building types:

- All building types

Stick

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Stick style are as follows, although it's rare for one building to have all elements:

- Front facades are usually asymmetrical and include horizontal and vertical bands raised from the wall surface for emphasis.
- Front porches or stoops are always provided and include diagonal or curving support braces.
- Roofs are usually steeply pitched, but may be hidden behind a parapet wall on townhouse or mixed-use building types.
- When roof gables are provided they include decorative trusses. Cross gables are common.

Appropriate building types:

- Semi-detached house
- Townhouse
- Walk-up flat and stacked flat
- Commercial house

Queen Anne

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Queen Anne style are as follows:

- Front facades of the principal building mass are usually asymmetrical. Exceptions to this are when the Queen Anne style is used on a shopfront or mixed-use building types.
- All facades often include textured shingles or other devices to avoid a smooth-walled appearance.
- Front facades include a partial- or full-width porch and extend alon one or both side walls.
- Roofs are usually steeply pitched, but may be hidden behind a parapet wall on townhouse or mixed-use building types.

Appropriate building types:

- All building types

Shingle

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Shingle style are as follows:

- Front facades are always asymmetrical.
- Front porches are almost always present.
- Irregular, steeply pitched roof line, usually with cross gables and multi-level eaves.
- Wall cladding and roof of continuous wood shingles.
- Shingled walls without interruption at corners.

Appropriate building types:

- Semi-detached house
- Walk-up flat and stacked flat
- Commercial house

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Folk Victorian style are as follows:

- Front facades are always symmetrical except when a front gable or wing is provided.
- Front porches with spindlework detailing.
- Roofs are usually gabled and with very simple massing.
- Brackets under roof eaves.

Appropriate building types:

- Semi-detached house
- Commercial house

Romanesque

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Romanesque style are as follows:

- Front facades of the principal building mass are usually asymmetrical. Exceptions to this are when the style is used on shopfront or mixed-use building types.
- Masonry walls.
- Round top arches over windows or entrances.
- Conical roofs on towers, when such are provided.

Appropriate building types:

- Walk-up flat and stacked flat
- Shopfront
- Mixed-use building
- General building
- Civic building

Italianate

Source: *A Field Guide to American Houses* by Virginia Savage McAlester

Elements of the Italianate style are as follows:

- Front facades of the principal building mass are usually asymmetrical. Exceptions to this are when the style is used on shopfront or mixed-use building types.
- Masonry walls.
- Round top arches over windows or entrances.
- Conical roofs on towers, when such are provided.

Appropriate building types:

- Walk-up flat and stacked flat
- Shopfront
- Mixed-use building
- General building
- Civic building

Several of the architectural styles identified are appropriate for shopfront or mixed-use building types. Traditionally, such buildings were simple and relatively small rectangular or box forms which, when placed side by side, created a "Main Street." As new "Main Street" style shopfront and mixed-use buildings are constructed in Downtown Alpharetta, architectural styles should be applied to them in a manner consistent with these traditional patterns.

Elements of the appropriate application of architectural styles to shopfront and mixed-use buildings are as follows:

- Front facades of large buildings should be broken up into smaller façade units to create the appearance of several smaller buildings (as established in other parts these guidelines).
- No more than one architectural style may be applied per building, although large facades broken up into several smaller units may incorporate different styles on different units to create the appearance of adjacent buildings.
- Architectural style shall be achieved through the addition of key elements of the style to the building façade. This may include architectural details, cornice treatments, roof shapes, window designs, and similar features.

Shopfront and mixed-use buildings may also incorporate sculpture, murals, and additional public art that are not specifically associated or consistent with the building's architectural style. Traditionally, such features were usually found on the sides and rears of buildings, but not always. These features require review by the Art Commission.

Styles on Shopfront and Mixed-Use Buildings

This image shows the application of the Romanesque style to a shopfront building (at left) and the application of the Queen Anne style to a mixed-use building at right.

The streetscape is comprised of the public space located between opposing blocks and encompasses all portions of the street including pedestrian and vehicular areas. Landscape elements such as street trees, accent planting, and street furniture provide scale, texture, and color to the pedestrian environment. Design and detailing of the streetscape shall accommodate the following elements:

I) Sidewalks

Sidewalks will be the predominant element with which pedestrians will be continuously in contact; they should be well constructed of durable materials to provide a practical and long-lasting surface.

A. Sidewalks along streets are to be provided per the City of Alpharetta Downtown Overlay requirements.

B. Walkways extending along block breaks and at the Block Interior should be built of durable materials that are attractive, maintainable, and comply with all regulatory requirements.

C. Special paving applications should be reserved for seating or landscaped areas located off the primary pedestrian zone or in parks.

D. Elaborate paving patterns should be avoided except where they may be warranted by location (e.g., an interior courtyard, the area surrounding a public fountain)

E. Pedestrian crosswalks shall be clearly designated and provided at all key street intersections.

II) Street Trees

Street trees are to be provided as per the City of Alpharetta Downtown Overlay and any other applicable regulations, ordinances or guidelines.

A. To add to the sense of a cohesive environment, trees should have similar characteristics on both sides of the street.

B. Utilities and street furnishings should be located so as to not interfere with the placement and growth of street trees.

III) Accent Planting

Accent planting should be located in such areas as tree wells (if ungrated) or beds near intersections where additional sidewalk area may be available. Decorative pots or more formal raised planters may be appropriate in specific locations (i.e., to facilitate grade differences). A consistent application of accent planting can be used

An example of a well detailed streetscape incorporating durable materials, land-scape elements and street furniture.

Durable materials (brick within the left image, brushed and smooth concrete on the right) of simple patterns are characteristic of Main Streets.

Street trees and accent planting provide shade and soften the edges of the streetscape.

to distinguish specific areas, such as important streets, the area surrounding a park or square, or an entire neighborhood.

A. Retail and restaurant tenants may provide supplemental accent planting in the form of planters located within thirty inches (30") of their storefront.

i. Planters may be made of terra cotta, cast materials (GFRC, cast stone), metal, or plastics.

ii. Planters located adjacent to storefront should not exceed a height of twenty-four inches (24").

B. Along deeper sidewalks, where an outdoor dining cafe is provided, planters may be utilized as part of an outdoor cafe railing, provided the planter(s) does not restrict pedestrian movements along traveled portion of sidewalk.

IV) Street Furniture

Street furniture which includes street lamps, benches, and trash receptacles should be provided for both safety and convenience.

A. Street furnishings shall be located to maintain a continuous minimum 5-foot walking path along the sidewalk and no closer than 30 inches to the curb.

B. Outdoor dining furniture on public sidewalks shall be of quality design and workmanship and made of metal in black or a color approved by the DRB. Decorative items on public sidewalks such as planters or sculpture shall be made of metal, concrete, terra cotta, or other material approved by the DRB. Menu boards may be made of wood; however, all plastic, fiberglass, or resin-type products are prohibited on public sidewalks. All street furnishing designs must complement the surrounding architecture.

C. With the exception of outdoor dining areas, street furnishings should be permanently secured to the paved surface for safety and to avoid vandalism.

D. Bicycle racks are to be provided at various locations along sidewalks or within parking areas behind buildings in order to provide convenient and safe parking for cyclists yet maintain safe separation between pedestrian and cyclist. Locations shall not interfere with pedestrian circulation.

E. Trash receptacles should be provided only at key points or intersections along paths and streets that are easily accessible for both pedestrian use and trash collection. Trash receptacles shall be in accordance the specifications established by the City of Alpharetta.

F. Street lights must be provided as per the City of Alpharetta Downtown Overlay and other applicable regulations, ordinances, or guidelines.

Planters with accent plantings may be used to define a sidewalk dining area.

Accent planting and street furniture, both along streets and within open spaces, contribute to providing a pedestrian-oriented environment.

Street furniture such as benches, trash receptacles and bike racks are located at convenient points outside of the pedestrian path of travel.

G. Benches are encouraged to be provided at locations along the sidewalk and paths and oriented towards interesting features such as storefronts or pedestrians paths. Benches shall be made of painted metal, weather and rot resistant wood species (e.g., redwood, teak) or synthetic wood materials.

H. Seating/Cafes

i. Outdoor dining and seating may occur on any portion of the paved sidewalk provided a minimum path of travel of five feet (5') is maintained.

ii. Table and chairs shall be made of attractive, yet durable materials that are intended for continuous, year-long, outdoor use.

iii. Cafe railings and planters shall be made of attractive, yet durable materials with a weather resistant finish.

V) Open Space

Open space within Downtown should provide a number of amenities for the community and visitors alike.

A. Open green space, when provided, at the Block Interior shall be designed to complement and not compete with the open space provided along the streets or within the public spaces of Downtown. It shall consist of:

i. plantings, including trees, ground cover, lawn area and accent planting, provided at-grade, within wells or raised planters or a combination of each. Plantings that screen or provide a buffer between public and more private uses that are at similar grades are encouraged.

ii. hardscape areas, including paths and walkways, made of durable materials and connect seating and amenity areas to building access points. Access to the public street, if provided, should be via a block break or portal.

iii. seating areas with furniture that is made of attractive, yet durable materials that are intended for continuous, year-long, outdoor use.

iv. lighting with intensities and orientations that avoid excess light spillage and glare directed into buildings and areas that front the open space.

B. Structures, railings, and furniture associated with open space provided at the roof of buildings shall be located or screened to minimize or eliminate their visibility from the adjacent streets or public spaces, or integrated into the building design if visible. (See *Screening - Section I*)

Benches along the pedestrian path provide convenient seating.

The sidewalk may accommodate both pedestrian and dining seating without additional setback of the building face along the block.

The streetscape extends the open space provided within dedicated park areas.

The appropriate location of, and access to, parking and service areas are critical components in creating a successful environment for pedestrians and vehicles alike (*See Figure 8*). Where feasible access to parking and service areas should be through shared circulation routes.

I) On-street parking

As established by The Master Plan, on-street parking provides convenience, enhanced viability for street-level businesses, and a physical buffer between pedestrians and moving vehicles. Parallel and diagonal, on-street parking shall be permitted within Downtown as specified in The Master Plan.

II) Off-street parking

A. Off-street parking shall be located behind buildings, within the Block Interior, and accessed via intermediate block breaks at key points.

B. Structured parking garages shall:

i. respect the build-to line.

ii. have visible facades designed to be compatible with adjacent buildings where parking garage facades abut or portions are visible from a street or public right-of-way. (*See Figure 9*)

iii. not exceed a height of adjacent buildings.

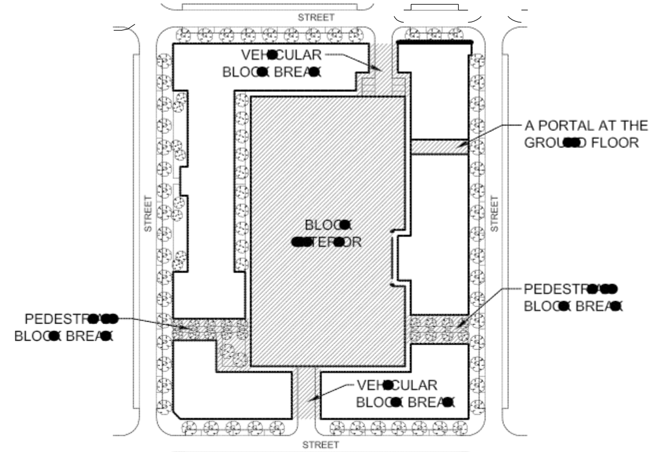


Figure 8: Diagram of permitted access types to the block interior.

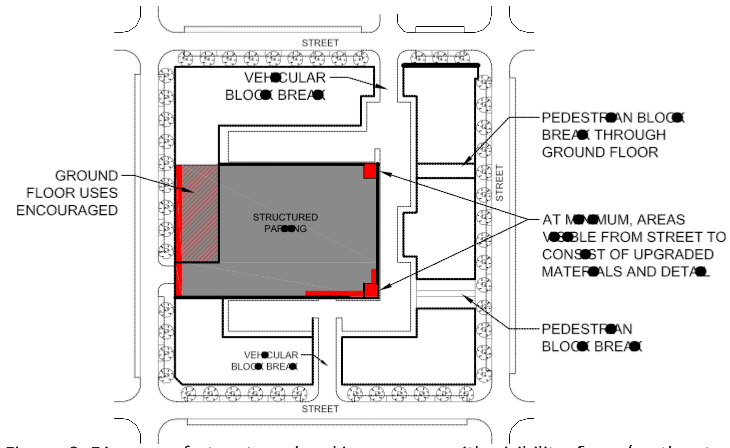


Figure 9: Diagram of structured parking garage with visibility from/on the street.

Example of a parking garage facade that fronts a street that is not permitted.

Garages at rear of buildings, but with portions of facade visible from the street are upgraded in detail and material.

An example of a well-detailed parking structure exposed to the street.

C. Areas of surface parking within the Block Interior should incorporate landscaping in order to provide visual relief from large expanses of pavement.

D. When project phasing requires surface parking lots to be exposed to the street, interim surface lots (*See Figure 10*) may be allowed provided that:

i. wheel stops behind a minimum five feet (5') wide, planted landscape buffer with minimum thirty inch (30") high (at maturity) plantings are provided between the sidewalk and interim parking areas, in order to shield pedestrians from bumpers and glare from headlights.

ii. they do not front onto an open space.

III) Drop-off areas shall be provided either within the off-street parking areas or within the on-street parking lane.

IV) Service & Loading

Service and loading areas, including but not limited to electrical transformers, mechanical equipment, trash collection, and storage and staging areas, are necessary functions for the viability of any development, yet their aesthetics and uses typically do not contribute positively to the pedestrian-oriented nature of the street.

A. Service and loading areas shall be located behind buildings, such that they are not visible from the street, and accessed via block breaks at key points. Access that is shared with those provided for parking areas is strongly encouraged.

B. Where block and building configurations necessitate the location of loading docks with access directly from the street, they may be permitted provided they:

i. are not located along those portions of streets bordering an open space.

ii. may be completely closed off from the pedestrian sidewalk via a door(s) that is compatible in design and color with the facade in which it is located.

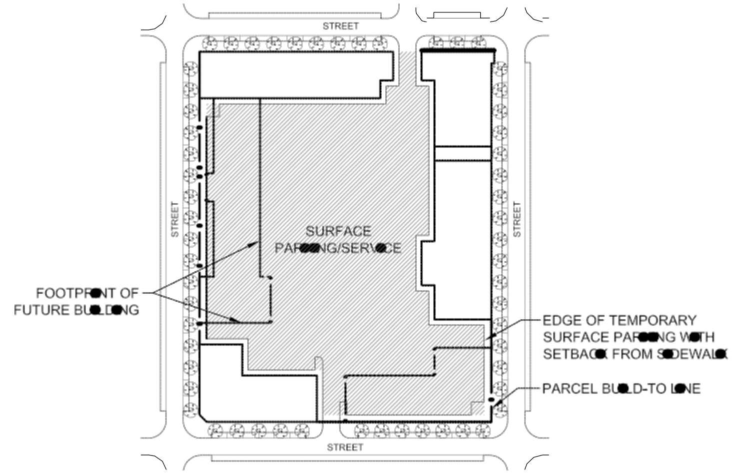


Figure 10: Diagram of permitted interim surfaced parking for phased blocks.

Interim parking along a street is separated from the pedestrian sidewalk by a landscaped buffer of low plantings and trees.

The block interior provides uses for parking, service and loading.

While building systems such as HVAC, generators, transformers or solar panels are necessary for the functional viability of a building, their associated service and equipment areas typically do not contribute positively to the aesthetics of the built environment. As such, screening of these types of elements should adhere to the following in order to limit adverse sight lines.

I) Electrical transformers, mechanical equipment, and other building service equipment shall be located on roofs or at the rear of buildings.

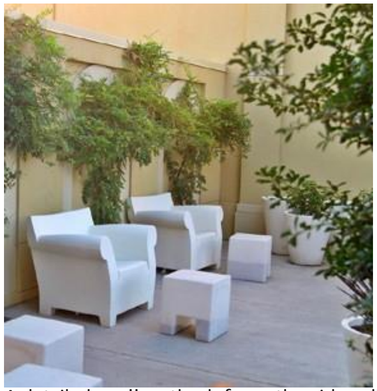
A. When located on roofs, equipment should be setback sufficiently from the street face of the facade in order to eliminate visibility from the adjacent streets or public spaces.

B. In cases where the size or placement of rooftop equipment requires they are visible from adjacent streets or public space, screen walls or equipment screening panels should be provided to a height necessary to shield views of equipment.

C. Where roofs are visible from adjacent developments, roof top equipment should be as unobtrusive as possible. Screening and/or painting to match other roof materials is encouraged.

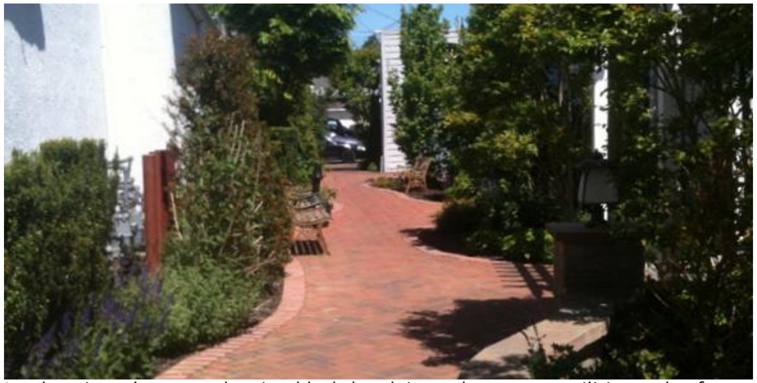
II) Building service areas located within the Block Interior shall be screened from public view through the use of landscaping elements, fencing or a combination of the two.

III) The use of vegetation in combination with screen walls is encouraged in shielding ground mounted equipment from public view.



A detailed wall, setback from the sidewalk, screens a loading area and encloses a landscaped seating zone (Right). Rooftop equipment is set back from the parapet to screen its visibility from the public street (Left).

A tower element is incorporated into the above facade at the building entrance in order to screen the elevator penthouse.



Landscaping along a pedestrian block break is used to screen utilities and soften the less architecturally detailed sides of a building.

Exterior lighting that serves the street and pedestrian or accents a building, facade element, or landscaping feature contributes significantly to the night time character and perception of safety within the downtown environment. Done well, lighting reinforces the architecture of a building or space creating an inviting streetscape.

I) The size, design, and lumen output of outdoor lighting fixtures shall be appropriate to its location.

II) Along public streets, street lights should be located toward the curb side of the pedestrian clear path and spaced in coordination with street trees to provide a minimum ambient level of lighting at the sidewalk. The style of street light shall be as specified in the Alpharetta Design Review Board Ordinance and Design Guidelines. Future, additional street lights shall match the style and size of these specified fixtures.

III) Lighting intensities and orientation shall be controlled to ensure that excessive light spillage and glare are not directed toward neighboring areas, motorists or into the night sky. Light levels shall be designed to avoid extreme contrasts between light and shadow.

IV) Supplemental lighting at entrances to lobbies serving upper floor tenants is encouraged.

V) Illumination of a building's architectural features is permitted, however, such building accent lighting should only be used where such illumination does not distract from the overall character of the Downtown.

VI) The design and scale of exterior building lighting fixtures shall be appropriate to the building's architectural style, material, and color.

Lighting that is integrated in the building's architectural style and use.

Pedestrian street lighting provides a minimal ambient level of lighting at the sidewalk as to not overwhelm the light spilling out from shop fronts.

Building accent lighting is used to accentuate the steps within the parapet and the major pilaster divisions along the facade.

Signage's prime role is commercial identity and branding. Well-designed signage will enhance the pedestrian-oriented character of Downtown and contribute to the activity and vitality of the area. The following signage guidelines are intended to compliment regulations set forth within Alpharetta's Unified Development Code (Section 2.6) for development within Downtown. Where the below standards conflict with those stated within the UDC, the following shall prevail.

I) Other than building address or building name identification signage, signs are limited to the portions of buildings containing commercial uses.

A. Commercial tenant signage shall be located no higher on the building than the spandrel zone between the first and second floor openings and shall not be located any closer than eight inches (8") of the window sill at the second floor, except for:

i. the horizontal arm supporting a banner sign may extend above the above described height.

ii. a blade sign may extend above this height.

B. Second floor office tenants may have a stenciled window sign (black, silver, or gold lettering) with a maximum font size of four inches (4") and a maximum area of 15% of the area of glass pane in with it is located.

C. A tenant with awnings above all of their storefront may have additional wall signage mounted below the awning (not a window sign) within the transom area of their storefront, not in excess of a total of 0.4 square feet per lineal foot of tenant frontage.

II) The size of signage shall be appropriate to the downtown location where buildings are close to the street and signs are viewed from shorter distances. The maximum letter height on a sign is eighteen inches (18").

III) Signage should not obscure or conflict with significant architectural details on a building.

IV) Signage should complement the architectural character of the building or façade and not detract from it of the overall character of Downtown.

V) Variety in signage type that is also compatible with the building's architectural style is encouraged including blade signs, wall, awning, window, neon (or similar-looking), and banner signage. Businesses are encouraged to provide individually designed signage that is unique to their establishment.

VI) The following signage is prohibited:

A. Internally lit signs

B. Internally illuminated lettering

Signs should not conflict with, but enhance the architectural details of buildings.

Signage provides both wayfinding and visual interest for day and night use.

Variety in signage that is compatible with a building's architectural style.

Glossary of Terms

The following terms are used throughout The Design Guidelines and should be construed thus:

Block: A parcel or site surrounded by public streets or right-of-ways.

Block Break: A separation between two adjacent buildings on the same block that allows for pedestrian or vehicular access to the interior of a block.

Block Face: The building facades fronting the street along one side of a Block.

Block Interior: The center or middle of a block at the rear of buildings.

Building Massing: The exterior volume of a building.

Facade: An exterior side of a building.

Facade Height: The vertical distance measured from the point of average grade along the face of the facade to the upper most point of its parapet or roof element.

Fenestration: Design and detailing of the openings within a building’s facade.

Portals: Intermediate building breaks that occur only at the ground floor and allow for upper level uses to bridge over.

Rhythm: Pattern created by the regular recurrence or alternation of an architectural element (e.g., bays, windows, pilasters, columns, etc.).

Scale: The relationship of a building’s overall size and architectural elements with adjacent buildings, spaces and people.

Segmented Facade Treatment: The breaking up of a building’s facade, along any given side of the building, such that it appears as several different buildings.

Spandrel Zone: The area between the head of openings on one floor and the sill of the openings of the above, adjacent floor.

Streetscape: The public space located between opposing blocks and includes the roadway, sidewalk, street trees, street furniture, and open space.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ALPHARETTA ADOPTING THE ALPHARETTA DOWNTOWN DESIGN GUIDELINES; AMENDING SECTION 16-44 OF THE CODE OF THE CITY OF ALPHARETTA DESIGN STANDARDS TO INCLUDE THE ALPHARETTA DOWNTOWN DESIGN GUIDELINES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the City of Alpharetta Unified Development Code Sec. 5.4.3 identifies the powers and duties of the Design Review Board; and

WHEREAS, subsection (f) authorizes the Design Review Board to establish specific design standards; and

WHEREAS, in 2001, the City of Alpharetta adopted a design guidelines ordinance; and

WHEREAS, these design guidelines are incorporated into Section 16-44 of the Code of the City of Alpharetta; and

WHEREAS, the Design Review Board has recommended that the previously adopted design guidelines be updated to provide guidance to the public;

NOW, THEREFORE, the Mayor and Council of the City hereby do ordain as follows:

Section 1. That the Alpharetta Downtown Design Guidelines document, as shown on Attachment 'A', is hereby adopted.

Section 2. That Section 16-44 of the Code of the City of Alpharetta be amended to incorporate these additional design guidelines.

Section 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ORDAINED this ____ day of ______________, 2015

CITY OF ALPHARETTA

By: ______________________________
David Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)

____

Attest:

____

____
City Clerk

____

First Reading ________________

____

Second Reading ________________

____

City Council Meeting
STAFF REPORT

Submitting Department: Community Development
Submitted By: Richard McLeod, Senior Planner
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: PH-15-17 HISTORIC PRESERVATION ORDINANCE **(2ND READING)**
AN ORDINANCE AMENDING ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA TO ADD A NEW SECTION 2.9, ENTITLED “HISTORIC PRESERVATION INCENTIVE ZONING”; TO ESTABLISH THE ALPHARETTA HISTORIC PRESERVATION COMMISSION; TO PROVIDE PROCEDURES FOR THE DESIGNATION OF A HISTORIC PROPERTY; TO PROVIDE INCENTIVES AND ALLOW ADDITIONAL USES FOR DESIGNATED HISTORIC PROPERTIES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

II. RECOMMENDATION:

PLANNING COMMISSION:

This item was heard at the August 6th Planning Commission meeting. After discussion, the Commission recommended unanimously to approve of the request.

RECOMMENDATION:

Approve PH-15-17 Historic Preservation Ordinance.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO
FISCAL IMPACT: NO
INCLUDED IN CURRENT FY CPTL BUDGET: NO
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST:
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

Consideration of adopting a Historic Preservation Incentive Zoning Ordinance that guides the formation of a Historic Preservation Committee, establishes guidelines to designate historic properties, and identifies incentives available to designated historic properties, as well as, policies and procedures for utilizing the incentive programs.

DISCUSSION

The purpose of this ordinance is to further the goal of protecting historic buildings and the historic character of the City by adopting regulations that encourage the preservation of historic resources by providing incentives to owners who provide for the preservation, restoration, rehabilitation and permanent protection of historic buildings.

This ordinance is intended to create a Historic Preservation Commission (HPC) to aid the City in its effort to preserve historic structures and maintain the historic character of Downtown Alpharetta. The duties and powers of this body generally include:

- Research, preparation, and maintenance of an inventory of historic properties and buildings, funding sources, incentive programs, educational programs, etc.
- Recommending body to the City Council as it relates to the designation of historic properties
- Review applications for historic designation, certificates of appropriateness, and historic preservation plans

The ordinance establishes procedures, regulations, and criteria for designating historic properties within the City. Designation of historic properties is voluntary, requiring the consent of the property owner. The HPC makes a recommendation on the designation of historic properties with final approval by City Council. After a property is designated, no permit of any kind shall be issued for work which would constitute a material change in the appearance of a building, structure, site, or landscaping located on the property until an application for a certificate of appropriateness has been submitted and approved by the HPC.

Designated historic properties may utilize or are eligible for zoning incentives, construction code exemptions, and other benefits, including:

- Permitted mixed-use within a designated historic structure
- Achieving minimum requirements for open space and amenity space
- Setback and parking reductions
- Non-life safety Building Code exemptions
- State and Federal Tax Incentive Programs
- Façade grant
- HPC design assistance
- Bronze historic property plaque

Use of incentives and other benefits are contingent on an approved historic preservation plan, which outlines the restoration of historic properties and establishes an ongoing maintenance and preservation program for the property. Conservation easements, permanent restrictive covenants, and other legal tools provide the enforcement mechanism to ensure the implementation of the historic preservation plan.

The ordinance also requires demolition permits for properties identified on the Historical Society List of Historic Properties & Homes to be approved through a public hearing of the Planning Commission and City Council. Demolition permits must be based on an approved plan for development and include a commencement date.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Historic Property List, Historic Preservation Ordinance

APPENDIX “A”

HISTORIC RESOURCES INVENTORY – CONTRIBUTING HISTORIC BUILDINGS

Building Address		
94 Academy Street	25 Milton Avenue	48 Old Roswell Street
375 Brady Place	30 Milton Avenue	54 Roswell Street
133 Canton Street	333 Milton Avenue	61 Roswell Street
193 Canton Street	20 North Main Street	88 Roswell Street
212 Canton Street	31 North Main Street	103 Roswell Street
36 Church Street	38 North Main Street	119 Roswell Street
37 Church Street	69 North Main Street	164 Roswell Street
10 Cumming Street	101 North Main Street	3 South Main Street
18 Cumming Street	116 North Main Street	9 South Main Street
40 Cumming Street	126 North Main Street	21 South Main Street
112 Cumming Street	134 North Main Street	23 South Main Street
130 Cumming Street	1720 Old Milton Pkwy	50 South Main Street
122 Marietta Street	1815 Old Milton Pkwy	531 South Main Street
171 Marietta Street	1835 Old Milton Pkwy	86 School Drive
24 Milton Avenue	37 Old Roswell Street	

AN ORDINANCE AMENDING ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA TO ADD A NEW SECTION 2.9, ENTITLED "HISTORIC PRESERVATION INCENTIVE ZONING"; TO ESTABLISH THE ALPHARETTA HISTORIC PRESERVATION COMMISSION; TO PROVIDE PROCEDURES FOR THE DESIGNATION OF A HISTORIC PROPERTY; TO PROVIDE INCENTIVES AND ALLOW ADDITIONAL USES FOR DESIGNATED HISTORIC PROPERTIES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

WHEREAS, the City Council desires to adopt an ordinance creating a Historic Preservation Commission and providing the procedures and requirements for designating historic properties within the City in order to preserve the aesthetic and historic nature of certain areas of the City and thereby protect the health, safety and welfare of the citizens of the City; and

WHEREAS, the City desires to further the goals of protecting historic buildings and the historic character of the City by adopting regulations that encourage the preservation of historic resources by providing incentives to owners who provide for the preservation, restoration, rehabilitation and permanent protection of historic buildings; and

WHEREAS, the City further desires to implement the goals of protecting historic buildings and the historic character of the City by adopting regulations that prohibit certain building or development activities from being undertaken without the prior review and approval of the Historic Preservation Commission or City Council.

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

Section 1: Article 2 of The Unified Development Code of the City of Alpharetta, Georgia is hereby amended by adding a new Section 2.9, entitled "Historic Preservation Incentive Zoning," which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and incorporated into The Unified Development Code of the City of Alpharetta, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the ____________ day of ________________________, 2015.

Approved:

David Belle Isle, Mayor

Attest:

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

EXHIBIT “A”

SECTION 2.9 HISTORIC PRESERVATION INCENTIVE ZONING

2.9.1. PURPOSE

In support and furtherance of its findings and determination that the historical, cultural, and aesthetic heritage of the City of Alpharetta, Georgia is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people; and

In order to encourage property owners to maintain historic buildings and structures and to protect and enhance local historical and aesthetic attractions to residents and tourists and thereby promote and stimulate business; and

In order to encourage property owners to provide for the conservation, preservation, restoration, rehabilitation, and permanent protection of historic buildings and their adjacent lands;

The Mayor and Council of the City of Alpharetta, Georgia (“City Council”) hereby declares it to be the purpose and intent of this Section, which shall also be known as the “Historic Preservation Incentive Zoning Ordinance,” to establish incentive zoning regulations that are applicable to properties containing significant historic resources in order to encourage and promote the protection, enhancement, perpetuation, and use of buildings and properties having special historical, cultural, archeological, or aesthetic interest or value. The incentives and regulations set forth in this Section have been created in support of the policies of revitalization and preservation of historic buildings and the historic character of the community provided in the Comprehensive Plan and the Downtown Master Plan. The provisions of this Section are further intended to promote the Downtown Master Plan’s goal of encouraging the development and redevelopment of properties in Downtown Alpharetta while also preserving historic buildings and maintaining the historic character of Downtown Alpharetta. To promote these objectives, these zoning incentive regulations have been specifically developed for properties that have been designated “historic” in accordance with the procedures for designation established herein.

2.9.2 DEFINITIONS

The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Application for Designation means a formal written request in a form specified by the Community Development Department that the Historic Preservation Commission and City Council consider a property for possible designation as a historic property.

Building means a structure created to shelter any form of human activity, such as a house, barn, church, courthouse, hotel, or similar structure.

Designation (of a historic property) means a decision by the City Council to officially identify and designate a property as a “historic property” in accordance with the procedures set forth in Subsection 2.9.6, and thereby establish the applicability of zoning incentives and other benefits set forth herein for historic preservation and prohibit all material changes in appearance of such property prior to the issuance of a certificate of appropriateness by the Historic Preservation Commission. Such designation is further intended to serve as the local designation of a historic property in order to govern the applicability of other City ordinances, codes, and regulations containing provisions that reference or apply to "historic" buildings, structures or properties when the subject provision does not otherwise expressly limit same to buildings, structures or properties listed on the National or State Register of Historic Places.

Exterior Architectural Features means the architectural style, general design, and general arrangement of the exterior of a building, structure, or object, including but not limited to the kind or texture of the building material and the type and style of all windows, doors, signs, and other appurtenant architectural fixtures, features, details, or elements relative to the foregoing.

Exterior Environmental Features means all aspects of the landscape or the development or appearance of a site which affect the historic character of the property.

Historic Property means a building and the adjacent area of land necessary for the proper appreciation thereof, including structures or objects of historical value located thereon and adjacent historical sites, designated by the City Council as a historic property pursuant to the criteria established in Paragraph B of Subsection 2.9.4.

Material Change in Appearance means a change that will affect the exterior architectural or environmental features of a historic property, such as:

(1) A reconstruction or alteration of the size, shape, or facade of a historic property, including but not limited to, relocation of any doors or windows or removal or alteration of any architectural features, details, or elements;

(2) Demolition or relocation of a historic building, or any structure or object of historical value located on the historic property;

(3) Commencement of excavation for construction purposes;

(4) A change in the location of advertising visible from the public right-of-way; or

(5) The erection, alteration, restoration, or removal of any building or structure located on a historic property, including but not limited to walls, fences, steps and pavements, or other appurtenant features, except exterior paint alterations utilizing colors from the "Historic" or "Williamsburg" color palettes by Benjamin Moore (or equivalent colors of another manufacturer matching the foregoing color palettes) as further described in Section 16-44 of the Code of the City of Alpharetta, Georgia.

Object means a material thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Site, ***Historical*** or ***Site*** means the location of a significant event, a prehistoric or historical occupation or activity, or a building or structure, whether standing, ruined or vanished where the location itself maintains historical, or of archeological value regardless of the value of any existing structure.

Substantial Alteration means any singular material change in appearance or the cumulative effect of a series of material changes in the appearance of a contributing historic building or a designated historic property (1) that does not comply with the standards set forth in Paragraph G of Subsection 2.9.7, including the U.S. Secretary of the Interior's Standards and Guidelines, and (2) for which the cost to cure or remedy such violation(s) (through the performance of preservation, restoration or rehabilitation measures complying with the foregoing standards) and restore the property to the condition existing at the time of designation (or at the time of completion of any subsequent alterations pursuant to a certificate of appropriateness) exceeds fifty (50%) of the current value of the property.

2.9.3 HISTORIC PRESERVATION COMMISSION

A. Creation of the Historic Preservation Commission.

There is hereby created a City commission whose title shall be the "Alpharetta Historic Preservation Commission" (hereinafter, the “HPC”).

B. HPC members: Number, Appointment, Terms, and Compensation.

The HPC shall consist of seven (7) members. The mayor and each council member shall each appoint one (1) member to the commission, to serve concurrently with and at the pleasure of the mayor or council member making the appointment. There shall be no limit on the number of terms a member may serve on the HPC. HPC members must be residents of the City. At least four (4) ~~official voting~~ members of the HPC shall have demonstrated special interest, experience, or education in history, architecture or historic preservation. HPC members shall not receive a salary, although they may be reimbursed for expenses with the prior approval of the city administrator.

C. Statement of the HPC's Power.

Without limiting authority provided elsewhere in this, or any other, ordinance, the HPC shall be authorized to:

1. Prepare, update and maintain an inventory of all properties and buildings within the City having the potential for designation as a historic property and recommend historic buildings for listing in the City’s Historic Resources Inventory – Contributing Historic Buildings;
2. Recommend to the City Council specific buildings (and adjacent land) to be designated by ordinance as a historic property;
3. Recommend to the City Council that any designation of a historic property be removed;
4. Conduct public hearings on all applications for designation of a historic property;
5. Review applications for certain benefits available to historic properties, as may be delegated to the HPC by the City Council, and make recommendations or otherwise provide its approval (with or without modifications) or denial of same, as applicable;

6. Review historic preservation plans and make recommendations or otherwise provide its approval (with or without modifications) or denial of same, as applicable, in accordance with the provisions of this Section;

7. Recommend design guidelines for historic properties, not inconsistent with this Section, for adoption by the City Council;

8. Subject to funding availability and with the prior approval of the City Council, undertake the restoration or preservation of any historic properties acquired by the City;

9. Promote any and all programs related to historic properties established by the City, including the acquisition by the City of facade easements and conservation easements, as appropriate, in accordance with the provisions of the Georgia Uniform Conservation Easement Act (O.C.G.A. §§ 44-10-1 through 44-10-8);

10. Conduct educational programs on historic properties located within the City;

11. Make such investigations and studies of matters relating to historic preservation, including consultation with historic conservation or preservation experts, as the City Council may, from time to time, deem necessary or appropriate for the purposes of preservation historic resources;

12. Upon request of the City Council, recommend to the City Council other possible historic preservation incentive programs for their review;

13. Retain persons with professional expertise to carry out specific tasks, if necessary, subject to approval by the City Council;

14. Work with designated members of City staff, who will serve as liaisons between HPC and the City Council; and

15. Review and perform such other duties and functions as expressly delegated to the HPC by the City Council.

D. Proceedings of the HPC.

1. The HPC shall conduct a public hearing prior to making a recommendation on any application for designation of a historic property, the removal of designation of a property as historic, and any application for a certificate of appropriateness, including any such applications initiated by the HPC.

2. The HPC shall elect a Chairperson and a Vice Chairperson from its members who shall serve for one year or until reelected or until their successors are elected. Public hearings of the HPC shall be held in accordance with a schedule established by the Director. Other meetings of the HPC shall be held at the call of the chairperson and at such other times as the HPC may determine. All meetings of the HPC shall be open to the public and comply with the Georgia Open Meetings Act and the Zoning Procedures Law, when applicable.

3. A majority of the voting members of the HPC shall constitute a quorum. The vote of a majority of the HPC members present and voting at a meeting at which a quorum is present shall be necessary to affirm any decision or recommendation. The HPC may establish bylaws, not inconsistent with this Section, the City Charter, or other ordinance of the City. Any bylaws of the HPC shall be ratified by the City Council before becoming effective.

4. The Director, or his/her designee, shall serve as a non-voting secretary to the HPC. The secretary shall keep minutes of its proceedings, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be of public record.

E. Conflict of Interest.

The HPC shall be subject to all conflict of interest laws set forth in the Georgia Statutes, the City Charter, and the City Code of Ethics and Conduct.

F. HPC's Authority to Receive Funding from Various Sources.

Subject to the City Council’s prior approval, the HPC shall have the authority to accept donations on behalf of the City and shall ensure that these funds do not displace appropriated governmental funds. The HPC shall be subject to and comply with the City Code of Ethics and Conduct.

G. Records of HPC Meetings.

A public record shall be kept of the HPC's resolutions, proceedings, and actions. Reports to the City Council will also be made on a regular and timely basis.

2.9.4 RECOMMENDATION AND DESIGNATION OF HISTORIC PROPERTIES

A. Preliminary Research by HPC.

1. Survey of Local Historic Resources.

The HPC shall compile and collect information on historic resources within the City, including the preparation and maintenance of an inventory of all property within the City having the potential for designation as historic. Records shall be maintained in accordance with the City’s records management plan.

2. Recommendation for Historic Designation.

Pursuant to the procedure provided herein for consideration of properties for designation as historic, the HPC shall present to the City Council recommendations regarding the designation of historic properties. Notwithstanding any other provision of the UDC or City Code to the contrary, the HPC, not the Planning Commission, shall make recommendations to the City Council regarding the designation of a historic property.

3. Documentation Supporting Recommendation for Designation of Historic Property.

Prior to the HPC's recommendation to the City Council of a property to designate as historic, the HPC shall prepare a report for recommendation consisting of:

a. A detailed physical description of the proposed historic property; and

b. A statement of the historical, cultural, architectural, and/or aesthetic significance of the proposed historic property; and

c. A map showing the boundaries of the proposed property; and

d. A statement justifying the boundaries of the proposed property; and

e. Representative photographs of the proposed property.

B. Criteria for Designation of a Historic Property.

In order to be designated a historic property, the following criteria must be met:

The property is an individual building deemed worthy of preservation and the benefits available due to such status by reason of value to the City, the region, the State of Georgia, or the nation for one or more of the following reasons:

1. It is an outstanding example of a building representative of its era and over 75 years old; or

2. It is one of the few remaining examples of a past architectural style or type and over 75 years old.

C. Procedure for Designation of Historic Properties.

1. Application for Designation of Historic Property.

An application for designation of a historic property or historic properties may be submitted by:

a. The owner of the subject property; or

b. The City Council, via majority vote, subject to the written consent of the property owner(s); or

c. The HPC, via majority vote, subject to the written consent of the property owner(s).

2. Required Components of Designation Ordinance.

Any ordinance designating any property as historic shall:

a. List and describe the proposed individual historic property or properties;

b. Set forth the name(s) of the owner(s) of the proposed historic property or properties;

c. Show the property or properties on the official zoning map of the City of Alpharetta, Georgia, with the letters "HP" (historic property) added to the zoning designation for the subject property in order to keep and maintain a public record providing notice of such designation (e.g., property zoned R-15 and designated as a historic property pursuant to this Ordinance/Section shall be shown as R-15HP on the official zoning map).

3. Public Hearings.

The HPC and the City Council shall each hold a public hearing on any proposed ordinance for the designation of a historic property. Such public hearings may be held on the same date. The HPC shall make a recommendation to the City Council and the City Council will take final action. Notice of the public hearing shall be published in at least three consecutive issues of a newspaper of general circulation within the territorial boundaries of the City, with one of such notices being published at least fifteen (15) days, but not more than forty-five (45) days prior to the date of the hearing, and written notice of the hearing shall be mailed not less than ten (10) nor more than twenty (20) days prior to the date set for the public hearing. A notice sent via the United States mail to the last known address of the property owner as such address appears in the City ad valorem tax records and a notice sent to the address of the property to the attention of the occupant shall constitute legal notification to the owner and occupant under this section. Such public hearings and the provisions of notice for same shall otherwise be performed in a manner consistent with the requirements of the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, et seq.) and the City public hearing process for a proposed zoning change; provided, however, the HPC, not the Planning Commission, shall serve as the recommending body to the City Council in regard to such matters.

4. Notification of Historic Preservation Division.

No less than thirty (30) days prior to making a recommendation on any ordinance designating a property as historic, the HPC must submit the report, required in Subparagraph A(3) of this Subsection, to the Historic Preservation Division of the Department of Natural Resources.

5. Recommendation on Proposed Designation.

A recommendation to affirm, modify, withdraw, or reject the proposed ordinance for designation shall be made by the HPC following the public hearing and shall be in the form of a resolution to the City Council.

6. City Council Action Following HPC's Recommendation.

Following receipt of the HPC recommendation, the City Council may adopt the ordinance for designation as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.

7. Notification of Adoption of Ordinance for Designation.

Within thirty (30) days following the adoption of the ordinance for designation by the City Council, the owners and occupants of each designated historic property shall be given written notification of such designation by the City Council, which notice shall apprise said owners and occupants of the necessity of obtaining a certificate of appropriateness prior to undertaking any material change in appearance of the historic property. A notice sent via the United States mail to the last-known owner of the property shown on the City of Alpharetta tax digest and a notice sent via United States mail to the address of the property to the attention of the occupant shall constitute legal notification to the owner and occupant under this Section.

8. Notification of Other Agencies Regarding Designation.

The HPC shall notify all necessary agencies within the City of the ordinance for designation.

9. Moratorium on Applications for Alteration or Demolition while Designation is Pending.

If an ordinance for designation is being considered, the HPC shall notify the permitting division of the Community Development Department. No permit of any kind shall be issued for work which would constitute a material change in the appearance of a building, structure, site, or landscaping located on the proposed property until the proposed ordinance is adopted or rejected by the City Council or otherwise withdrawn by the applicant.

D. Effect of Historic Property Designation.

Subject to a property owner's compliance with regulations set forth herein, the designation of a "historic property" makes additional zoning and other benefits available to owners of such properties, which may be used at their option. After the designation by ordinance of a historic property, no material change in the appearance of such historic property shall occur or be permitted to be made by the owner or occupant thereof unless or until an application for a certificate of appropriateness has been submitted to and approved by the HPC, as further set forth herein. Such designation is further intended to serve as the local designation of a historic property in order to govern the applicability of other City ordinances, codes, and regulations, including building and construction codes, containing provisions that reference or apply to "historic" buildings, structures or properties when the subject provision does not expressly limit same to buildings, structures or properties listed on the National or State Register of Historic Places or otherwise define same.

E. Removal of Designation

After a property has been designated as a historic property, such designation may thereafter be rescinded and removed by the City Council by the adoption of an ordinance to remove such designation. The adoption of such an ordinance and the procedures applicable thereto shall be consistent with the procedures required for the designation of a property as historic. The City Council may remove such designation upon a finding that the property no longer meets the subject criteria for designation or when it otherwise finds such removal to be in the public interest.

2.9.5 INCENTIVES AVAILABLE TO HISTORIC PROPERTIES FOLLOWING DESIGNATION

Following designation by the City Council and subject to compliance with the regulations and provisions set forth in this Section 2.9 and any other applicable City, State or federal ordinances, statutes, laws, or regulations, owners of historic properties may utilize or are otherwise eligible for the following zoning incentives, construction code exemptions and other benefits, as applicable:

A. Zoning and Development Incentives.

The following zoning incentives and benefits are available to historic properties, as applicable:

1. Permitted Residential Uses in C-1 and C-2 Districts.

'For-Sale' Dwelling is a permitted principal use for historic properties located within the C-1 and C-2 zoning districts.

2. Permitted Mixed-Use.

a. Historic properties with non-residential principal use: May utilize up to 40% of the heated interior square footage of the principal building for a residential ('For-Sale' dwelling) use. The use of the residence is restricted to the property owner or tenant of the non-residential portion of the building.

b. Historic properties with residential principal use located in Downtown Alpharetta: May utilize up to 40% of the heated interior square footage of the principal building for a non-residential use, as listed below, provided no more than two (2) total employees and/or independent contractors, who do not also reside at the property, shall be allowed to work in the premises in connection with such non-residential use at any one time. No more than one (1) patron per 250 sq. ft. of gross floor area may patronize the non-residential space at any one time. Except as previously provided, the use of non-residential portion of the building is restricted to the property owner or tenant of the residence. Non-residential uses are limited to the following permitted uses:

i. Art gallery;
ii. Barber shop, with no more than two (2) chairs;
iii. Beauty shop, with no more than two (2) chairs;
iv. Bed and Breakfast;
v. Book store;
vi. Florist;
vii. Medical office, no surgery; and
viii. Professional office.

3. Open Space and Amenity Space.

    a. General. The area of a historic property incorporated into a development as a community amenity may be applied to and included as part of the minimum area required to be set aside as open space pursuant to regulations and requirements governing the CUP District, Conservation Subdivisions, and the Downtown Overlay District.

    b. Permitted Uses. In addition to the uses allowed for an open space pursuant to the underlying zoning regulations or conditions of zoning, provided such use is not otherwise prohibited by this Section 2.9, the property may be used as a community amenity or amenity space for use by the occupants, licensees or guests of the development.

    c. Lot and Development Requirements. The minimum lot size of a historic property eligible for use as an amenity/open space shall be 4,500 square feet. The area of the historic property shall be designated on any required site plans and/or development plans, and shall be subdivided and platted as an individual lot of record on the final plat. To the greatest extent practicable, the layout of the development shall be designed in a manner that allows the historic property to serve as a focal point of the surrounding neighborhood and the community. Other development improvements should be planned and designed in a manner that provides maximum visibility of the historic property from public right-of-way exterior to the development or subdivision. The use of the historic property shall be restricted in perpetuity, or for such other term of years as required by the City, through the use of an approved legal instrument, as further set forth herein.

    d. Additional Requirements - Permanent Protection of Historic Property. An applicant or owner seeking to utilize a historic property as an open space or amenity space shall be required to comply with the additional requirements regarding the ownership, preservation and maintenance of the historic property, including the execution and recording of an instrument providing for the permanent protection of the historic property, set forth in Paragraph F below.

4. Setback Reduction.

    a. Side setbacks required per the underlying zoning regulations may be reduced by up to 50%.
    b. Rear setbacks required per the underlying zoning regulations may be reduced by up to 25%.

5. Parking reduction.

Parking for office and commercial uses may be reduced up to 50%. Historic properties within Downtown Alpharetta shall not be required to contribute to the Parking Fund as a result of parking reduction.

B. Building, Construction and Property Maintenance Code Exemptions.

Designated historic properties may be exempt from certain building, construction and property maintenance code regulations.

1. Building and Construction Code Exemptions.

The following types of exemptions from building and construction code requirements and other regulations are available to certain historic properties based on the provisions of the subject code, as determined by the building official:

a. Exemptions from the International Energy Conservation Code;
b. Exemptions from and compliance alternatives to certain requirements of the International Building Code (2012 Edition) regarding the construction, repair, alteration, addition, restoration and movement of buildings or structures, and change of occupancy, provided the subject condition does not constitute a distinct life safety hazard;
c. Exemptions from certain flood hazard area requirements;
d. Exemptions from the International Fire Code (2012 Edition); and
e. Exemptions from (or compliance alternatives to) Americans with Disabilities Act (ADA) regulations and other related code regulations providing standards for accessibility.

2. International Property Maintenance Code Exemptions.

Compliance with requirements of the International Property Maintenance Code may not be mandatory for historic properties when such buildings or structures are determined to be safe and in the public interest of health, safety, and welfare by the code official.

C. State and Federal Tax Incentive Programs.

Several state and federal tax incentive programs are available to owners who rehabilitate historic properties listed, or certified as eligible for listing, in the Georgia Register of Historic Places or National Register of Historic Places, as applicable, including the State Preferential Property Tax Assessment for Rehabilitated Historic Property, the State Income Tax Credit for Rehabilitated Historic Property, and the Federal Rehabilitation Investment Tax Credit (RITC). The HPC provides additional information regarding such programs. The provisions set forth in this Paragraph are provided for information purposes only and do not constitute any representation, commitment or assurance by the City regarding a property owner's qualification for such tax incentive programs or the continuation of such programs.

D. Economic Incentives - Facade Grants.

Subject to the City Council's adoption of an ordinance(s) providing for the appropriation of funding for the subject grant program and annual appropriations thereafter, historic properties are eligible to receive facade grants for the purpose of funding improvements for the preservation, restoration or rehabilitation of historic properties. In addition to meeting any and all other requirements of the City facade grant program for historic properties, as approved by the City Council, an owner of a historic property receiving facade grant funds shall be required to convey to the City a facade easement complying with the applicable requirements set forth in Paragraph F below. Further, any and all proposed improvements constituting a material change in the appearance of the historic property shall require the prior approval of a certificate of appropriateness by the HPC. Notwithstanding any other provision hereof to the contrary, nothing set forth in this Paragraph shall be deemed to create or confer any vested rights to such grant funds or create any obligation of the City to grant or otherwise appropriate funds for the aforementioned purposes. The City's award of facade grant funds in accordance with any facade grant program is subject to funding availability and, in accordance with O.C.G.A. § 36-30-3, any facade grant program may be terminated immediately and absolutely if the City determines that adequate funds are not appropriated or funds are de-appropriated such that the City cannot sufficiently fund the subject grant program, which determination is at the City's sole discretion and shall be conclusive.

E. Other Available Benefits and Incentives.

The following additional benefits and incentives are available to historic properties:

1. Free Design Assistance from the HPC.

   The HPC provides pre-application technical and design assistance regarding proposed preservation, restoration and/or rehabilitation work and its conformance with the U.S. Secretary of the Interior's Standards and Guidelines to owners of historic properties applying for a building permit or seeking to rezone historic property to the TDR-HC Overlay District.

2. Bronze Historic Property Plaque.

   The City will install a bronze plaque on or within the public right-of-way adjacent to each property designated as historic by the City Council.

F. Requirements to Provide for Permanent Protection of Historic Property – Open/Amenity Spaces and Facade Grants.

1. Applicability. In order to provide for the permanent protection of historic properties utilizing certain incentives and benefits, the following historic properties shall comply with the addition regulations set forth in this Paragraph, as applicable:

   a. Historic properties used as open space or amenity space; and

   b. Historic properties receiving facade grants.

2. Responsible Party for Preservation and Maintenance of Open/Amenity Space. The fee simple owner of the historic property used as an open or amenity space shall be responsible for preserving and maintaining the historic property. The options for ownership and responsibility for preservation and maintenance of the historic property shall be as follows:
   a. The owner of the lots or parcels of the subject development if under common ownership may be the owner of the historic property.
   b. Property Owners' Association. A property owners' association established in accordance with the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220 et seq., may be the owner of the historic property. Membership in the association shall be mandatory and automatic for all property owners of the development or subdivision for which the historic property serves as open space. Prior to the approval a land disturbance permit, the developer of shall submit to the Director a description of the property owners' association, including by-laws, and methods for maintaining the historic property. Prior to the issuance of a land development permit, a permanent restrictive covenant (per O.C.G.A. § 44-5-60(c)) providing for the preservation and maintenance of the historic property shall be recorded and run with the land, or a conservation easement may be conveyed in accordance with The Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, et seq., as further provided herein.
   c. Land Trust or Non-profit organization. A land trust or non-profit organization, which is primarily operated for the purpose of preserving historic properties and possesses the legal authority to own such real property in fee simple interest, may be the owner of the historic property.

3. Enforcement. In the event the party responsible for the preservation and maintenance of the historic property fails to maintain all or any portion in reasonable order and condition, the City may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the owner and may include administrative costs and penalties; if a property owners' association is the owner, such costs may be charged to such association or to the individual property owners that are members of the property owners' association, and such costs shall become a lien on all properties of the development or subdivision until paid in full.

4. Historic Preservation Plan. A historic preservation plan shall be submitted to the HPC for review and approval by owners of historic properties used as open or amenity space (prior to the approval of a land disturbance permit) and owners of historic properties to whom facade grant funds are conditionally awarded (prior to the tender of grant funds by the City). The historic preservation plan shall establish an ongoing maintenance and preservation program for the historic property in order to ensure that the essential features of the historic property that enable it to convey its historical identity and significance are maintained in an excellent condition and the overall condition of the historic property is maintained in a good condition in the future. The historic preservation plan shall provide that any changes to such plan shall require the approval of the HPC. Preservation measures and required maintenance required for compliance with the ongoing preservation and maintenance program for the historic property, as required by the Historic Conservation Plan, shall be performed in a manner consistent with the United States Secretary of the Interior's Standards for Preservation and Guidelines for Preserving Historic Buildings. The historic preservation plan shall be reviewed and considered for approval by the HPC in accordance with the procedures set forth herein.

5. Legal Instrument for Permanent Protection.

    a. The historic property shall be protected by a binding legal instrument recorded with the Fulton County Clerk of Superior Court. Notwithstanding the use of the term “permanent”, the duration of the restrictions and obligations set forth in the legal instrument (providing for the continued preservation of the historic property) shall be for such term of years as determined to be reasonable by the City, considering the benefit received by the subject property owner, the useful life of the subject building, and other similar criteria. Facade easements granted to the City in consideration of facade grant funds shall meet the requirements set forth below for conservation easements, except such easements must be in favor of the City, as holder of the easement. For historic properties used as open/amenity space, the instrument of permanent protection, which shall be placed on the historic property at the time of issuance of a land disturbance permit, shall be one of the following:

        (i) Conservation Easement. A permanent conservation easement, in accordance with The Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, et seq., in favor of either a:

            (a) Land trust or historic preservation oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or

            (b) Governmental entity with an interest in pursuing goals compatible with the purposes of this ordinance. If the entity accepting the easement is not the City, then a third-party right of enforcement favoring the City shall be included in the easement; or

(ii) Permanent Restrictive Covenant. A permanent restrictive covenant for conservation purposes in favor of a governmental entity with an interest in pursuing goals compatible with the purposes of this Section; or

(iii) Other. Subject to the approval of the City, an equivalent legal tool that provides permanent protection.

b. The legal instrument for permanent protection shall:

(i) Describe the features of the historic property that should be permanently protected;
(ii) Provide the duration of the covenants set forth therein, which shall run with the land for such minimum term of years as required by the City;
(iii) Clearly identify the boundaries of the historic property by survey and a metes and bounds legal description;
(iv) Clearly list the restrictions applicable to the historic property, which shall include such restrictions regarding the use, building and development of the property, as necessary, to comply with and carry out the obligations set forth in this Section and the historic preservation plan, as well as any further restrictions the applicant chooses to place on the use of the historic property not in conflict herewith;
(v) Provide for inspections of such property by the owner, the holder of the easement, and the City;
(vi) Provide for maintenance of such property in accordance with the requirements of the historic preservation plan and this Section;
(vii) Be shown on a certified survey and duly recorded with the Fulton County Clerk of Superior Court prior to the issuance of a land disturbance permit;
(viii) Provide for amendments only with the express written permission of the property owner(s), the holder of the easement, and the City. Amendments to the legal instrument for permanent protection shall be filed with the Director and shall be recorded with the Fulton County Clerk of Superior Court; and
(ix) Be subject to the review and approval by the City Attorney's office and include such additional terms and provisions as deemed necessary to protect the City's interest.

c. Additional Requirements for Conservation Easements. In addition to the foregoing requirements, the conservation easement(s) shall:

(i) Comply with the requirements set forth in The Georgia Uniform Conservation Easement Act, O.C.G.A. 44-10-1 et seq.;
(ii) List the parties, that is, the owner(s) of such property, the holder of the easement, and, if required by the City, a person with a third-party right of enforcement;
(iii) Provide a third-party right of enforcement favoring the City if the City is not the grantee/holder of the easement; and

(iv) Specify how the easement may be transferred, as in the case of dissolution of the property owners' association or non-profit organization.

2.9.6 HISTORIC RESOURCES INVENTORY – CONTRIBUTING HISTORIC BUILDINGS

A. Findings; Purpose and Intent.

1. The City Council finds: (a) the City contains a stock of historic buildings and structures that contribute to the historic, cultural, aesthetic, architectural, or other heritage of the City of Alpharetta; (b) such historic buildings and structures impart a distinct and distinguished appearance to the City of Alpharetta that is of benefit and attractive to residents, tourists and visitors; (c) the preservation, protection and perpetuation of these historic buildings and structures is essential to the promotion of the health, prosperity, and general welfare of the people; (d) the traditional character and heritage of the community cannot be maintained and the health, prosperity, and general welfare of the people cannot be protected by allowing the unnecessary destruction, demolition, removal or defacement of these buildings and structures that are important or essential to defining the community's character; (e) the adaptive reuse of historic buildings or structures has proven to be an economically feasible and potentially profitable alternative to demolition and should be promoted; and (f) the economic feasibility and the viability of adaptive reuse of these historic buildings and structures should be evaluated by the City Council prior to the demolition of such historic resources.

2. This Subsection is intended to provide for the preservation, protection and perpetuation of those certain historic buildings and structures that contribute to the City's historic, cultural, aesthetic, architectural or other heritage, and which impart a distinct and distinguished appearance to the City of Alpharetta that is of benefit and attractive to residents, tourists and visitors, consistent with and in furtherance of the interests, policies and goals of the City: (a) to preserve historic buildings and maintain the traditional and historic character of the community, as set forth in the Comprehensive Plan and the Downtown Master Plan; (b) to foster civic pride in the beauty and accomplishments of the past; (c) to stabilize and protect the aesthetic and economic vitality of such buildings; (d) to protect and promote local historical and aesthetic attractions to residents, tourists and visitors and thereby promote and stimulate business in the City; and (e) to provide for the opportunity and ability to further promote and encourage the protection, enhancement, perpetuation, and use of such buildings by property owners. To further implement these policies and objectives, the purpose of this Subsection is to establish reasonable regulations to prevent the unnecessary destruction, demolition, removal or defacement of such significant buildings.

B. Established.

In order to help carry out the goals and policies of the City's Comprehensive Plan, the Downtown Master Plan and this Ordinance, an official inventory listing and identifying those certain historic buildings that (a) contribute to the City's historic, cultural, aesthetic, architectural, or other heritage, and (b) are at least seventy-five (75) years old is hereby established and designated as the City of

Alpharetta Historic Resources Inventory - Contributing Historic Buildings (the “Historic Resources Inventory - Contributing Historic Buildings”). Those certain historic buildings identified in the Comprehensive Plan, Downtown Master Plan and/or which are otherwise found by the City Council to meet the foregoing criteria as of the date of adoption of this Ordinance, as set forth in Appendix A hereof, are hereby listed on the Historic Resources Inventory - Contributing Historic Buildings. The Historic Resources Inventory may be amended from time to time, with buildings added to or removed therefrom, by the City Council’s adoption of an ordinance to amend same. The Historic Resources Inventory shall further serve as a resource document for reviewing and evaluating proposed development on the subject sites and surrounding properties, as well as a foundation for identifying properties eligible for designation as historic properties.

C. Effect of Listing on City’s Historic Resources Inventory.

The principal building of a property listed on the Historic Resources Inventory - Contributing Historic Buildings shall be deemed a “contributing historic building.”

D. Requirements for Demolition, Removal or Substantial Alteration of a Contributing Historic Building

The demolition, removal (or relocation) or substantial alteration of a contributing historic building shall be prohibited without the prior approval of the City Council following a public hearing. No building permit involving the demolition, removal or substantial alteration of a contributing historic property shall be issued by the City without the City Council’s prior approval of such demolition, removal or substantial alteration. Permits for demolitions, removals or substantial alterations that comply with a zoning change or redevelopment plan that has previously been approved by the City Council shall not require any further approval by the City Council. Whenever an application for a demolition, building or other permit that involves the demolition, removal or substantial alteration of a contributing historic building is submitted to the Building Official or other responsible City department, such application shall be forwarded to the Director for determination as to whether same requires a public hearing and approval by the City Council.

1. Standard for Approval. A request to demolish, remove or substantial alter a contributing historic building shall be approved by City Council upon a finding that any such denial will result in a significant detriment to the property owner that is not justified by the benefit to the public resulting from the preservation, protection and perpetuation of such building.

2. Factors for Consideration. In considering a request to demolish, remove or substantial alter a contributing historic building, the City Council shall consider the following criteria:

   a. Any substantial changes in circumstances that have occurred since the contributing historic building was added to the Historic Resources Inventory;

   b. The proposed building or redevelopment plans for the property on which the contributing historic building is located;

c. The impact of the proposed demolition on any remaining portion(s) of the building, if applicable;

d. The economic hardship which may be experienced by the present owner if the application is denied;

e. The present condition of surrounding buildings, and the current level of repair and maintenance of neighboring buildings;

f. The potential of the building for renovation and reuse and the cost and extent of possible renovation;

g. The degree to which the contributing historic building is out of scale or out of character with surrounding land uses;

h. Whether due to the location of the property and surrounding land uses, the restrictions placed on such property adversely affect its reasonable use or usability; and

i. Whether there is a reasonable balance between the public benefit from the preservation, protection and perpetuation of the property and the detriment to the owner as a result of prohibiting the request.

2.9.7 APPLICATION TO HPC FOR A CERTIFICATE OF APPROPRIATENESS

A. Approval of Material Change in Appearance of Historic Property.

After the designation by ordinance of a historic property, no material change in the appearance of such property shall occur or be permitted to be made by the owner or occupant thereof unless or until an application for a certificate of appropriateness has been submitted to and approved by the HPC. A building permit applicable to a historic property shall not be issued without a certificate of appropriateness.

B. Submission of Plans to HPC.

An application for a certificate of appropriateness shall be accompanied by such drawings, photographs, plans and documentation as required by the HPC.

C. Interior Alterations.

In its review of an application for a certificate of appropriateness, the HPC shall not consider interior arrangement or use having no effect on exterior architectural features, other than the existence of adequate heating, cooling and ventilation systems necessary for the preservation of the subject building.

D. Technical Advice.

The HPC shall have the power to seek technical advice from outside its members on any application.

E. Public Hearings, Notices, and Right to be Heard.

The HPC shall hold a public hearing at which each proposed certificate of appropriateness is discussed. Notice of the hearing shall be published in the principal newspaper of general circulation within the City and written notice of the hearing shall be made by the HPC to all owners and occupants of the subject property. The written and published notice shall be provided in the same manner and time frame as notices required by the Georgia Zoning Procedures Law. The HPC shall provide the property owner and/or applicant an opportunity to be heard at the certificate of appropriateness hearing.

F. Acceptable HPC Action on Applications for Certificates of Appropriateness.

HPC action: The HPC may (i) approve the application for a certificate of appropriateness as proposed; (ii) approve the application for a certificate of appropriateness with any modifications it deems necessary; or (iii) reject the application for a certificate of appropriateness.

G. Design Standards for Proposed Material Changes.

Any material change in appearance to a historic property shall comply with the following minimum standards:

1. General Standards.

All material changes in the appearance of exterior architectural features of the historic property shall conform with the United States Secretary of the Interior's Standards for the Treatment of Historic Buildings with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (the “U.S. Secretary of the Interior's Standards and Guidelines”), as applicable.

2. Street-Facing Facades.

All street-facing facades must be compatible with the existing or original structure:

a. The proportion between the width and height of the proposed alterations must be compatible with any street-facing facade of the existing or original structure.

b. The proportions and relationships between doors and windows in street-facing facades must be compatible with the existing or original structure.

c. Any alterations consisting of side additions to a street-facing facade must have a minimum setback of twelve (12) inches from the plane of the existing street-facing facade, and any associated roofline must have a minimum setback of twelve (12) inches from the existing roof line.

d. The following exceptions to the foregoing minimum setback requirements will be permitted where there is, on the effective date, an existing side addition or side porch to a street-facing facade:

i. An existing open-air porch that does not comply with the 12-inch setback requirement may be enclosed within the existing plane of the porch; and

ii. An existing side addition that does not comply with the 12-inch setback requirement may be extended a further five (5) feet to the side of the same plane as the existing side addition.

3. Height and Roof Shapes.

The height of the proposed alterations must be compatible with the existing building or structure. The design of the roof and any dormers must be compatible with the existing roof and dormers. Any alterations must preserve the existing or original roof ridge, roof pitch and overhangs of the existing or original building or structure and new or altered dormers must be compatible with the typical styles of dormers associated with the original building or structure.

4. Architectural Details.

Architectural details and materials must be incorporated as necessary to relate the new with the old and to preserve and enhance the character-defining features of the existing or original building or structure. Windows may be replaced as long as they contain real or simulated divided lights, grille patterns, sizes and shapes that are compatible with the typical style of windows associated with the original building or structure and otherwise comply with the requirements of this subparagraph.

5. Retention of Original Structure.

After completion of the proposed alterations:

a. 100% of the existing street-facing facade width and height must be retained intact consistent with the other requirements of this ordinance.

b. At least 75% of the floor area of the original structure must remain. Interior renovations and any restoration to match the original will not be deducted in determining compliance with the 75% requirement.

6. Landscape Requirements.

Landscaping in front yards shall be subject to the following standards:

a. Trees greater than six (6) inches in diameter shall be conserved, whenever possible;

b. Plantings and landscapes that are significant in defining the character of a property or area shall be retained;

c. Diseased or deteriorated plantings and landscapes that are significant in defining the character of a property or area shall be replaced with healthy specimens of identical or similar species, and the landscape shall be retained; and

d. Landscaping in front yards shall be designed to reflect the period or style of the principal structure on the property.

H. Standards for Approval.

The HPC shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property. In making this determination, the HPC shall consider, in addition to whether the proposed material change(s) in the appearance comply with the foregoing design standards any other pertinent factors, the following criteria:

1. For restoration, renovation, rehabilitation, reconstruction, alteration, or new construction:

Whether the proposed actions conform in design, scale, building material, setback and site features and to the United States Secretary of the Interior's Standards the Treatment of Historic Buildings with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as applicable.

2. For relocation:

a. The historic character and aesthetic interest of the building, structure, or object contributes to its present setting;

b. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be;

c. Whether the building, structure, or object can be moved without significant damage to its physical integrity; and

d. Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site, or object.

3. For demolition:

a. The historic, scenic, or architectural significance of the building, structure, site, or object;

b. The importance of the building, structure, site, or object to the ambiance of the area;

c. The difficulty or impossibility of reproducing such a building, structure, site, or object because of its design, texture, material, detail, or unique location;

d. Whether the building, structure, site, or object is one of the last remaining examples of its kind in the neighborhood or the city;

e. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be;

f. Whether reasonable measures can be taken to save the building, structure, site, or object from collapse; and

g. Whether the building, structure, site, or object is capable of earning reasonable economic return on its value.

I. Undue Hardship.

When, by reason of unusual circumstances, the strict application of any provision of the ordinance would result in the exceptional practical difficulty or undue economic hardship upon any owner of a specific property, the HPC, in passing upon applications, shall have the power to vary or modify strict provisions, so as to relieve such difficulty or hardship; provided such variances, modifications, interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the HPC may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this Section. An undue hardship shall not be a situation of the person's own making.

J. Deadline for Approval or Rejection of Application for a Certificate of Appropriateness.

1. The HPC shall approve, reject or otherwise act on an application for a certificate of appropriateness within forty-five (45) days after the filing thereof by the owner or occupant of a historic property, building, structure, object or historical site. Evidence of approval shall be by a certificate of appropriateness issued by the HPC. Notice of the issuance or denial of a certificate of appropriateness shall be sent by United States certified mail to the applicant and all other persons who have filed a written request for such notice with the HPC.

2. Should the HPC fail to approve or reject an application for a certificate of appropriateness within forty-five (45) days the application shall be deemed automatically approved; provided, however, that such forty-five (45) day period may be extended an additional thirty (30) days if consideration of an application for a certificate of appropriateness is tabled by the HPC.

K. Notice and Effect of HPC’s Rejection of Application for a Certificate of Appropriateness.

1. In the event the HPC rejects an application for a certificate of appropriateness, the HPC shall state its reasons for doing so, and shall transmit a record of such rejection and reasons, in writing, to the applicant. The HPC may suggest alternative courses of action it thinks proper if it rejects the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after making said plan modifications.

2. In cases where the application for a certificate of appropriateness covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a certificate of appropriateness by the HPC shall be binding upon the building official or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.

L. Requirement of Conformance with a Certificate of Appropriateness.

1. All work performed pursuant to an issued certificate of appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the HPC may request that the City obtain a cease and desist order from the appropriate tribunal and all work shall cease.

2. The City Council or the HPC may, initiate any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property, except those changes made in compliance with the provisions of this Section or to prevent any illegal act or conduct with respect to such historic property.

M. Certificate of Appropriateness Void if Construction Not Commenced.

1. A certificate of appropriateness shall become void unless the work described in the application for a certificate of appropriateness as approved by the HPC has commenced within six (6) months of the date of issuance.

2. A certificate of appropriateness shall expire after eighteen (18) months unless said certificate is renewed. A certificate of appropriateness may be renewed for a single eighteen (18) month period. An application for renewal must be submitted to the Community Development Director prior to the expiration of the original certificate of appropriateness. The Director shall approve the application for renewal provided the project is not in violation of any city ordinance.

N. Record of Application for Certificate of Appropriateness.

The HPC shall keep a public record of all applications for a certificate of appropriateness, and of all the HPC's proceedings in connection with said application. These records shall be maintained in accordance with the City's records management plan.

O. Appeals.

Any person adversely affected by any determination made by the HPC relative to the issuance or denial of an application for a certificate of appropriateness may appeal such determination to the City Council. Any such appeal must be filed with the City Council within thirty (30) days after the issuance of the determination pursuant to Subparagraph J(1) of this Subsection, or in the case of a failure of the HPC to act, within thirty (30) days of the expiration of the forty (45) day period allowed for HPC action, as set forth in Subparagraph J(2) of this Subsection. The City Council may approve, modify, or reject the determination made by the HPC if the governing body finds that the HPC abused its discretion in reaching its decision. Decisions of the City Council are final and may only be appealed by application for a writ of certiorari to the Superior Court of Fulton County, which must be filed within thirty (30) days of the date of the decision.

2.9.8 MAINTENANCE OF HISTORIC PROPERTIES; BUILDING AND ZONING CODE PROVISIONS

A. Ordinary Maintenance or Repair.

Ordinary maintenance or repair of any exterior architectural or environmental feature in or on a historic property to correct deterioration, decay, or to sustain the existing form, and that does not involve a material change in design, material, or outer appearance thereof, does not require a certificate of appropriateness.

B. Failure to Provide Ordinary Maintenance or Repair.

Property owners of historic properties shall not allow their buildings to deteriorate by failing to provide ordinary maintenance or repair. The HPC shall be charged with the following responsibilities regarding deterioration by neglect:

1. The HPC shall monitor the condition of historic properties to determine if they are being allowed to deteriorate by neglect. Such conditions as broken windows, doors and openings which allow the elements and vermin to enter, and the deterioration of a building's structural system shall constitute failure to provide ordinary maintenance or repair.

2. In the event the HPC determines a failure to provide ordinary maintenance or repair, the HPC will notify the owner of the property and set forth the steps which must be taken to remedy the situation. The owner of such property will have thirty (30) days to perform such remedial measures. A building permit may be required to accomplish the necessary remedial measures.

3. In the event that the condition is not remedied in thirty (30) days, the owner shall be deemed to be in violation of this Section.

C. Affirmation of Existing Building and Zoning Codes.

Nothing in this Section shall be construed as to exempt property owners from complying with existing City building, development, and zoning codes; provided, however, owners of historic properties may be exempt from certain requirements of such codes as expressly provided herein and/or pursuant to the provisions of the subject code(s).

2.9.9 VIOLATIONS

The remedies and penalties set forth herein are nonexclusive and the exercise of one or more of such remedies or penalties shall not preclude the exercise of another. In addition to the other remedies provided for herein, violations of the provisions of this Section shall be enforced, prosecuted and punished in the same manner as set forth in Article V of the Unified Development Code of the City of Alpharetta. Additionally, the City may take all necessary civil action to enforce the provisions hereof and may seek appropriate legal or equitable remedies or relief, including injunctive relief. Further, violations of this Section may constitute due cause for the revocation or removal of the “historic designation” from the property, which shall require the adoption of an ordinance to revoke or remove such designation in accordance with procedures consistent with the procedures required for the designation of a historic property. Further, if a historic property is demolished, removed or relocated without a certificate of appropriateness or in violation of any condition of a certificate of appropriateness, or in the event of a substantial alteration to the historic property, the following restrictions, in addition to any other penalties or remedies set forth in this Section, shall be applicable to the lot or parcel on which the building or structure comprising the historic property was formerly located:

> The lot or parcel shall be deemed a nonconforming lot for a period of five (5) years after the date of such demolition, removal, relocation or substantial alteration. No building or other permits will be issued for the construction or development of any improvements on the lot or parcel for a period of five (5) years after the date of such demolition, removal, relocation or substantial alteration, except for permits approving building or construction activities undertaken to cure the violation to the extent that the violation is curable, as evidenced by the HPC’s approval of a certificate of appropriateness for same. Notwithstanding the foregoing restrictions, the City may issue permits for improvements necessary for the immediate protection and preservation of life and/or property of other persons.

The remedies set forth for in this Section are in addition to and cumulative of all other remedies provided by law.

2.9.10 APPEALS

To the extent not otherwise provided herein, any person adversely affected by a determination made by the HPC may appeal such determination to the City Council. Any such appeal must be filed within thirty (30) days of the date of the subject determination. Decisions of the City Council are final and may only be appealed by application for a writ of certiorari to the Superior Court of Fulton County, which must be filed within thirty (30) days of the date of the decision.

City Council Meeting
STAFF REPORT

Submitting Department: Community Development
Submitted By: Richard McLeod, Senior Planner
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: PH-15-19 – NORTHWINDS PKWY EXT/ROAD ABANDONMENT (CLEMENT DRIVE, BAILEY JOHNSON ROAD, MANUEL LANE ABANDONMENT)

II. RECOMMENDATION:

Approve PH-15-19, Clement Drive, Bailey Johnson Road, and Manuel Lane abandonment subject to mutually agreeable terms for the sale and/or transfer of the property subject to the following condition:

1. The abandonment of Clement Drive, Bailey Johnson Road, and Manuel Lane shall occur at such time as all the properties have been acquired and the development agreement is finalized.

III. REPORT IN BRIEF:

The applicant is requesting that City right-of-way including Clement Drive, Bailey Johnson Road, and Manuel Lane be abandoned and that the property be deeded to them, the future adjacent property owner.

BACKGROUND

Clement Drive, Bailey Johnson Road, and Manuel Lane are City maintained right of ways that extend north from Kimball Bridge Road. The applicant is proposing the abandonment and plans to include the property within a John Weiland Homes and Neighborhood development which was approved by the City Council in May of 2015 with a condition requiring the Northwinds Parkway extension.

The zoning conditions require John Weiland Homes and Neighborhood to dedicate right of way and construct the extension of Northwinds Parkway between Kimball Bridge Road and the northern property line. A development agreement between John Weiland Homes and Neighborhoods and the City will be established to dedicate the right of way.

The parcels are 1.3 acres or 56,676 square feet for Clement Drive and Bailey Johnston Road and 1.41 acres or 61,298 square feet for Manuel Lane.

Clement Drive, Bailey Johnson Road, and Manuel Lane is currently maintained or utilized for vehicular traffic. However, when the applicant closes on the properties the right of way will be abandoned.

CONCURRENCES

Staff has reviewed the applicant's request and is of the opinion that the requested abandonment will have no impact on the adjoining properties because of redevelopment and will not affect existing traffic patterns in the area.

Other City departments were consulted on this issue and expressed no concerns with the applicant's request.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Application, Site Plan, Ordinance

City Of Alpharetta

Community Development Department

Road Abandonment Petition

Alpharetta
GEORGIA • USA

Please check all information supplied on the following pages to ensure that all spaces are filled out completely and accurately and that all required supporting materials have been supplied before signing this form.

Please make your check payable to "City of Alpharetta". The application fee is $400, which must be submitted at the time of application.

Remit application and fee to the Department of Community Development, 217 Roswell Street, Alpharetta, GA 30009. If you have questions, please contact the department by calling 678-297-6070.

FOR OFFICE USE ONLY

Case # PH-15-19

Date In

Date Out

☑ $400 Fee Paid

Applicant Information:

Contact Name Henry B. Eubanks

Company Name Ber-Bank, LLC

Mailing Address 20 Heards Overlook Ct.

City Atlanta State GA Zip Code 30328

Telephone ~~303~~ 404.915.3420 Fax

Email Address hankeubanks@pinnaclepartners.net

Property Information:

Current Road Name Clement Drive, Manuel Lane, Bailey Johnson Road

Land Lot(s) 805, 852 District / Section 1st District 2nd Section

The subject property for which abandonment is being requested is identified by *(select one)*:

☒ Survey Dated 7/17/2015 Prepared By H. Lanier Dunn

☐ Other Plat Specify

Reason For Request:

In the space provided, please explain the reason for which you are requesting abandonment of the subject property. Please attach additional pages if necessary.

The roads and Right of-Way of Clement Drive, Bailey Johnson Road and Manuel Lane are being abandoned to accommodate the extension of Northwinds Parkway and the development of the John Wieland Homes residential subdivision.

Please list all property owners, including address and telephone number, who have property abutting the subject road. Attach additional pages as necessary.

Name	Address	Telephone
See attached exhibit of Property Owners		

Please list anyone, including address and telephone number, who presently resides on property abutting the subject road. Attach additional pages as necessary.

Name	Address	Telephone
See attached exhibit of Residents		

In the space provided, please describe the efforts that you have undertaken to notify the aforementioned property owners and residents of your request to abandon the subject road. If such notification was in writing, please attach a sample of the letter or other document used. If such notification was mailed, please attach proof of mailing.

Please see attached letter sent to all property owners and residents abutting Bailey Johnson Road, Manuel Lane and Clement Drive.

Is any of the property abutting the subject road for sale? ☒ Yes ☐ No

Is the sale of the property contingent upon the road abandonment? ☒ Yes ☐ No ☐ N/A

Is any portion of the subject road to be included in the sale of property? ☒ Yes ☐ No ☐ N/A

Please describe the location and the acreage involved.

SEE ATTACHMENT

Is an alternate road proposed in lieu of the road to be abandoned? If "yes", please attach a site plan indicating the location of the proposed substitute road. ☒ Yes ☐ No

Will access be denied to any property as a result of this road abandonment? If "yes", please list these properties by address, including owner's name and telephone number. Attach additional sheets if necessary. ☐ Yes ☒ No

Name	Address	Telephone

For properties that have frontage on the subject road, are there alternate points of access to enter and exit these properties? If yes, please identify alternate points of access for each property. Attach additional sheets if necessary. ☐ Yes ☒ No

Address	Alternate Access Point

Please provide twenty (20) copies of a boundary survey showing the proposed road abandonment, all utility locations, existing rights-of-way, acreage and contiguous property owners. Include a location map on the survey and a legal description of the subject roadway.

Please be advised that the City of Alpharetta may require a traffic study and property appraisal in conjunction with this petition.

ATTACHMENT

That portion of the abandoned Right-of-Way of Bailey Johnson Road, Clement Drive, and Manuel Lane that does not lie within the Right-of-Way of the new Northwinds Parkway Extension. The total acreage of these (3) Right-of-Ways is 2.71 acres, however, the net Right-of-Ways outside of the Northwinds Parkway Extension Right-of-Way is 2.284 acres.

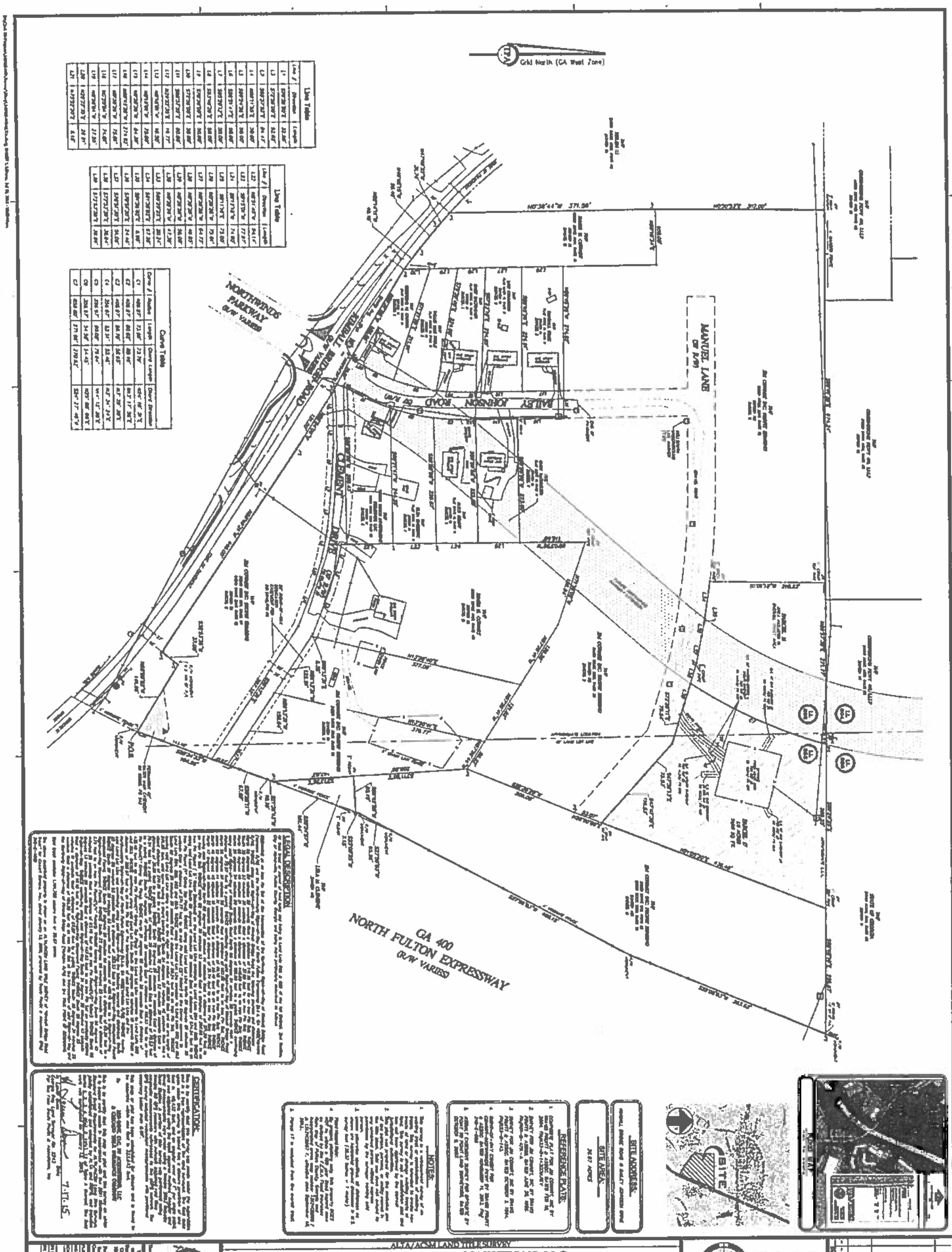
The total acreage within the Northwinds Parkway Extension is 2.80 acres.

PROPERTY OWNERS EXHIBIT

Parcel #	Owner	Property Address	Mailing Address	Phone Number(s)
1	CARTER, Chestene	218 Bailey Johnson	218 Bailey Johnson Road Alpharetta, GA 30009	770.475.6288 cell:404.545.7177
2	POOLE, Willie Mae	0 Bailey Johnson	833 S. McDonough Street Decatur, GA 30030	404.373.6778
3	BACIGALUPI, Gary	130 Bailey Johnson	130 Bailey Johnson Road Alpharetta, GA 30009	678.345.1228 cell:770.990.9860
4	Estate of Lois Chambers (Executrix (Chestene Carter)	140 Bailey Johnson	218 Bailey Johnson Road	770.475.6288 cell:404.545.7177
5	COOK, Randall & Willie V.	150 Bailey Johnson	150 Bailey Johnson Road Alpharetta, GA 30009	678.822.4599 cell:778.545.1213
6	White Sands Investment Company	184 Bailey Johnson	PO Box 1581 Cumming GA 30028	246.777.6262
7	KNEZEVIC, Elija & Stephanie	0 Bailey Johnson	2715 Waterview Circle Gainsville, GA 30504	770.712.5000
8	Ber-Bank, LLC	186 Bailey Johnson	20 Heards Overlook Court Atlanta, GA 30328	404.915.3420
9	BACIGALUPI, Gary	182 Bailey Johnson	182 Bailey Johnson Road Alpharetta, GA 30009	678.345.1228 cell:770.990.9860
10	Estate of James H. Cowart	172 KIMBALL BRIDGE RD	Estate of James H. Cowart	Linda Cowart: 770.363.4736
11	Estate of James H. Cowart	0 MANUEL LN	Attention to:	Daniel Cowart: 404.213.9528
12	Estate of James H. Cowart	88 CLEMENT DR	Daniel B. Cowart, David H. Cowart & Linda G. Cowart	David Cowart: 678.725.3783
13	Estate of James H. Cowart	0 CLEMENT DR	3740 Davinci Court	
14	Estate of James H. Cowart	0 NORTH FULTON EXPWY	Suite 460	
15	Estate of James H. Cowart	0 KIMBALL BRIDGE RD	Norcross, GA 30092	
16	Negrin One, LLC	1400 MANUEL LN	27234 N. 102nd Street Scottsdale, AZ 85262	404.577.5556

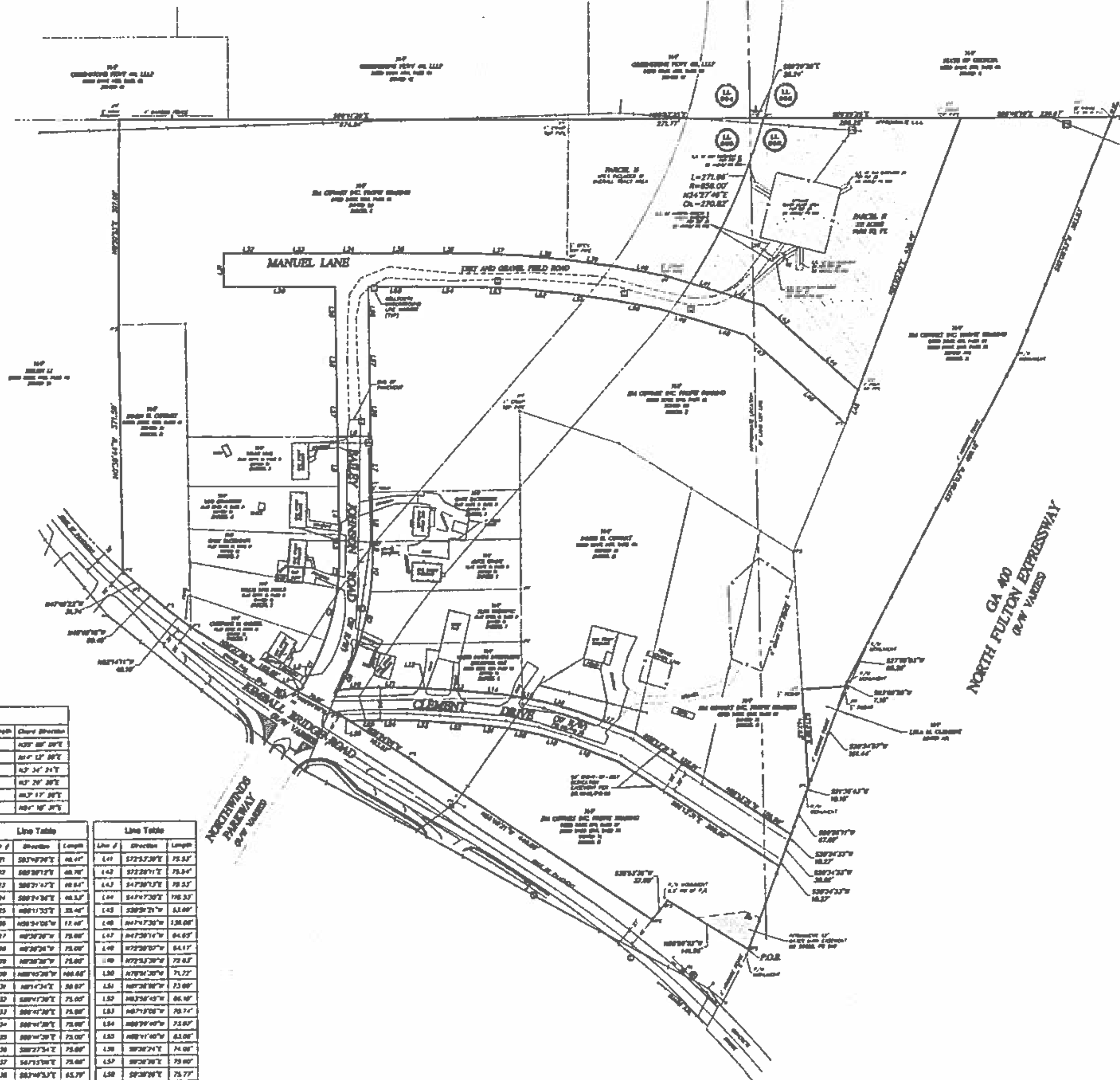
RESIDENTS/TENANTS EXHIBIT

Parcel #	Tenant	Property Address	Mailing Address	Phone Number(s)
1	CARTER, Chestene	218 Bailey Johnson	218 Bailey Johnson Road Alpharetta, GA 30009	770.475.6288 cell:404.545.7177
3	MCPHERSON, James	182 Bailey Johnson	182 Bailey Johnson Road Alpharetta, GA 30009	
5	COOK, Randall & Willie V.	150 Bailey Johnson	150 Bailey Johnson Road Alpharetta, GA 30009	678.822.4599 cell:778.545.1213
8	Grant, Alice M.	186 Bailey Johnson	186 Bailey Johnson Road Alpharetta, GA 30009	770.442.0268
9	BACIGALUPI, Gary	130 Bailey Johnson	130 Bailey Johnson Road Alpharetta, GA 30009	678.345.1228 cell:770.990.9860
16	SBA Communications Corporation	1400 MANUEL LN	8051 Congress Avenue Boca Raton FL 33487 (ATTN: Kevin Wellman)	561.226.9253
16	Salem Media of Georgia, Inc	1401 MANUEL LN	4880 Santa Rosa Road Camarillo, CA 93012	805.987.0400


Grid North (GA West Zone)
Line Table
Curve Table
NORTHWINDS PARKWAY (R/W VARIES)
MANUEL LANE
BAILEY JOHNSON ROAD
GA 400
NORTH FULTON EXPRESSWAY
(R/W VARIES)
LEGAL DESCRIPTION
CERTIFICATION
NOTES:
REFERENCE PLATS:
SITE AREA
SITE ADDRESS:
SITE
ALTA/ACSM LAND TITLE SURVEY
BER-BANK, LLC, JW ACQUISITIONS, LLC
& CHICAGO TITLE INSURANCE COMPANY
Sheet 1 OF 2

RIGHT-OF-WAY ABANDONMENT PLAT FOR
BAILEY JOHNSON DRIVE, CLEMENT DRIVE AND MANUEL LANE

LEGEND:



Curve Table				
Curve #	Radius	Length	Chord Length	Chord Direction
C1	306.97'	84.98'	84.45'	N35° 06' 09"E
C2	306.97'	80.00'	79.64'	N14° 12' 00"E
C3	306.97'	32.38'	32.46'	N3° 34' 24"E
C4	466.97'	56.78'	56.65'	N3° 20' 36"E
C5	466.97'	80.83'	80.40'	N13° 17' 06"E
C6	466.97'	73.60'	73.79'	N24° 16' 39"E

Line Table		
Line #	Direction	Length
L1	N75°23'28"E	8.16'
L2	N29°22'28"E	36.94'
L3	N0°38'04"W	27.65'
L4	N0°38'04"W	74.01'
L5	N0°38'36"W	75.00'
L6	N89°45'20"W	80.01'
L7	S0°38'26"E	84.38'
L8	N0°16'06"W	75.00'
L9	N0°16'08"W	16.00'
L10	N85°35'37"E	54.38'
L11	S89°24'38"E	54.00'
L12	S89°21'47"E	81.43'
L13	S83°38'13"E	88.00'
L14	S83°45'26"E	52.34'
L15	S78°38'00"E	33.00'
L16	S73°38'08"E	33.40'
L17	S89°26'44"E	88.01'
L18	S80°37'52"E	78.87'
L19	S72°38'03"E	46.13'
L20	S76°38'00"E	49.80'

Line Table		
Line #	Direction	Length
L21	S83°49'26"E	40.41'
L22	S85°38'13"E	40.76'
L23	S89°21'47"E	40.84'
L24	S89°24'38"E	40.53'
L25	N89°11'33"E	38.40'
L26	N89°54'06"W	17.60'
L27	N0°38'26"W	75.00'
L28	N0°38'26"W	75.00'
L29	N0°38'26"W	75.00'
L30	N89°45'20"W	160.48'
L31	N0°14'34"E	50.07'
L32	S89°41'30"E	75.00'
L33	S89°41'30"E	75.00'
L34	S89°44'30"E	75.00'
L35	S89°44'30"E	75.00'
L36	S89°27'34"E	75.00'
L37	S87°15'08"E	75.00'
L38	S83°49'53"E	65.79'
L39	S81°38'03"E	75.26'
L40	S76°34'38"E	75.54'

Line Table		
Line #	Direction	Length
L41	S72°53'38"E	75.53'
L42	S72°28'11"E	75.54'
L43	S47°30'13"E	78.53'
L44	S47°47'30"E	118.33'
L45	S38°51'21"W	53.00'
L46	N47°47'30"W	138.08'
L47	N47°30'14"W	84.03'
L48	N72°28'07"W	84.17'
L49	N72°53'38"W	72.63'
L50	N78°34'38"W	71.72'
L51	N85°38'18"W	73.00'
L52	N83°58'45"W	86.90'
L53	N87°15'08"W	70.74'
L54	N89°39'40"W	73.07'
L55	N89°41'40"W	63.06'
L56	S0°38'24"E	74.06'
L57	S0°38'18"E	75.00'
L58	S0°38'26"E	75.77'

LOCATION MAP

SITE AREA:
MANUEL LANE: 1.41 ACRES
BAILEY JOHNSON ROAD: 1.30 ACRES
TOTAL: 2.71 ACRES

REFERENCE PLATS:

1. COMPOSITE PLAT FOR JW CONNECT, INC BY TRAVIS PRUITT & ASSOC. DATED FEB 16, 2004. [illegible]
2. SURVEY FOR JW CONNECT, INC BY TRAVIS PRUITT & ASSOC. DATED JUNE 25, 1998. [illegible]
3. SURVEY FOR JW CONNECT, INC BY TRAVIS PRUITT & ASSOC. DATED OCTOBER 2, 1998. [illegible]
4. RIGHT-OF-WAY EXHIBIT FOR [illegible] BY TRAVIS PRUITT & ASSOC. DATED NOVEMBER [illegible]
5. [illegible] EASEMENT SURVEY FOR [illegible] BY POINT TO POINT LAND SURVEYORS, DATED OCTOBER [illegible]
6. SUBDIVISION PLAT IN PLAT BOOK [illegible], PAGE [illegible] FULTON COUNTY, GA RECORDS

NOTES:

1. This survey is a retracement survey of an existing [illegible] or combination of existing [illegible] [illegible]
2. This plat was prepared for the exclusive use of the [illegible]
3. Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).
4. By graphic [illegible] only, this property [illegible] within a [illegible] flood hazard area as defined by the F.E.M.A. Flood Insurance Rate Map of Fulton County, Georgia [illegible]

CERTIFICATION:

[illegible]

Date: 7-17-15

Georgia Reg. Land Surveyor No. 2543
For The Firm Travis Pruitt & Associates, Inc.

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Travis Pruitt & Associates, Inc.

For The Firm
Travis Pruitt & Associates, Inc.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

Travis Pruitt & Associates, Inc.
Certificate of Authorization Number 613

AUTHORIZED BY [illegible], LLC

Sheet 1 OF 1

DESCRIPTION OF
Overall Tract

All that tract or parcel of land lying and being in Land Lots 805 & 852 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an Iron Pin Set at the intersection of the Northerly Right-of-Way of Kimball Bridge Road (Variable R/W) and the Northwesterly Right-of-Way of North Fulton Expressway (a.k.a. GA 400)(Variable R/W), THENCE along said Right-of-Way of Kimball Bridge Road the following courses and distances: North 58 degrees 09 minutes 52 seconds West a distance of 141.96 feet to an Iron Pin Set; THENCE South 38 degrees 53 minutes 36 seconds West a distance of 37.00 feet to an Iron Pin Set; THENCE North 55 degrees 49 minutes 21 seconds West a distance of 440.00 feet to an Iron Pin Set; THENCE North 56 degrees 54 minutes 06 seconds West a distance of 121.00 feet to a point; THENCE continuing along said Right-of-Way of Kimball Bridge Road North 60 degrees 54 minutes 25 seconds West a distance of 75.97 feet to a point; THENCE continuing along said Right-of-Way of Kimball Bridge Road North 58 degrees 37 minutes 55 seconds West a distance of 182.86 feet to an Iron Pin Set; THENCE North 52 degrees 14 minutes 11 seconds West a distance of 49.18 feet to an Iron Pin Set; THENCE North 49 degrees 45 minutes 15 seconds West a distance of 50.46 feet to an Iron Pin Set; THENCE North 47 degrees 49 minutes 22 seconds West a distance of 31.74 feet to an Iron Pin Set; THENCE leaving said Right-of-Way North 00 degrees 38 minutes 44 seconds West a distance of 371.59 feet to an Iron Pin Set; THENCE North 00 degrees 30 minutes 53 seconds East a distance of 307.00 feet to an Iron Pin Found (½" Rebar Disturbed) on the Land Lot Line common to Land Lots 804 and 805; THENCE along said Land Lot Line South 89 degrees 41 minutes 39 seconds East a distance of 674.24 feet to an Iron Pin Found (1" Crimp Top Pipe); THENCE along said Land Lot Line North 89 degrees 57 minutes 35 seconds East a distance of 271.77 feet to an Iron Pin Found (½" Rebar) at the Corner common to Land Lots 804, 805, 852 and 853; THENCE along the Land Lot Line common to Land Lots 852 and 853 South 89 degrees 29 minutes 25 seconds East a distance of 20.24 feet to an Iron Pin Set; THENCE leaving said Land Lot Line along a curve to the right with a radius of 858.00 feet and an arc length of 271.96 feet, said curve having a chord bearing of South 24 degrees 27 minutes 46 seconds West and a chord distance of 270.82 feet to a point; THENCE South 72 degrees 53 minutes 39 seconds East a distance of 38.89 feet to a point; THENCE South 72 degrees 28 minutes 11 seconds East a distance of 75.54 feet to a point; THENCE South 47 degrees 39 minutes 13 seconds East a distance of 75.53 feet to a point; THENCE South 47 degrees 47 minutes 30 seconds East a distance of 116.53 feet to an Iron Pin Found(1" Crimp Top Pipe); THENCE North 21 degrees 05 minutes 20 seconds East a distance of 436.49 feet to an Iron Pin Found(1" Crimp Top Pipe) on the Land Lot Line common to Land Lots 852 and 853; THENCE continuing along said Land Lot Line South 89 degrees 48 minutes 10 seconds East a distance of 226.67 feet to an Iron Pin Set at the intersection of said Land Lot Line and the Northwesterly Right-of-Way of North Fulton Expressway (a.k.a. GA 400)(Variable R/W); THENCE leaving said Land Lot Line and continuing along said Right-of-Way the following courses and distances: South 22 degrees 05 minutes 53 seconds West a distance of 383.53 feet to a Right-of-Way Monument Found; THENCE South 27 degrees 56 minutes 03 seconds West a distance of 488.15 feet to a Right-of-Way Monument Found; THENCE South 27 degrees 56 minutes 03 seconds West a distance of 65.26 feet to a Right-of-Way Monument Found; THENCE South 23 degrees 00 minutes 25 seconds West a distance of 7.15 feet to an Iron Pin Found(1/4" Rebar); THENCE leaving said Right-of-Way South 86 degrees 42 minutes 58 seconds West a distance of 65.19 feet to an Iron Pin Found(1/2" Rebar); THENCE South 03 degrees 13 minutes 56 seconds East a distance of 147.63 feet to an Iron Pin Set on previously stated Right-of-Way; THENCE continuing along said Right-of-Way South 21 degrees 36 minutes 43 seconds West a distance of 10.10 feet to a Right-of-Way Monument Found; THENCE South 20 degrees 25 minutes 11 seconds West a distance of 67.07 feet to a point; THENCE South 20 degrees 34 minutes 33 seconds West a distance of 184.56 feet to an Iron Pin Set at the intersection of said Right-of-Way and the Northerly Right-of-Way of Kimball Bridge Road (Variable R/W) and the **TRUE POINT OF BEGINNING.**

Said tract contains 1,161,700 square feet or 26.67 acres.

The above described property is shown on an ALTA/ACSM LAND TITLE SURVEY of "Kimball Bridge Road Tract" for Cowart Berkow, Inc., dated January 13, 2015, prepared by Travis Pruitt & Associates. (FN# 210-E-188)

DESCRIPTION OF
BAILEY JOHNSON-CLEMENT ROAD

All that tract or parcel of land lying and being in Land Lots 805 & 852 of the 1st District, 2nd Section, City of ALPHARETTA, FULTON County, GEORGIA and being more particularly described as follows:

BEGINNING at a Point at the intersection of the northerly right of way of Kimball Bridge Road (Variable R/W) and the westerly right of way of Bailey Johnson Road (50' R/W); THENCE leaving said right of way of Kimball Bridge Road and continuing along said right of way of Bailey Johnson Road the following courses and distances: North 75 degrees 22 minutes 20 seconds East a distance of 8.18 feet to a point; THENCE North 29 degrees 22 minutes 35 seconds East a distance of 26.91 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 54.50 feet, said curve having a chord bearing of North 25 degrees 00 minutes 08 seconds East and a chord distance of 54.45 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 80.00 feet, said curve having a chord bearing of North 14 degrees 12 minutes 28 seconds East and a chord distance of 79.84 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 52.51 feet, said curve having a chord bearing of North 03 degrees 34 minutes 24 seconds East and a chord distance of 52.46 feet to a point; THENCE North 00 degrees 20 minutes 04 seconds West a distance of 27.55 feet to a point; THENCE North 00 degrees 20 minutes 04 seconds West a distance of 74.01 feet to a point; THENCE North 00 degrees 38 minutes 26 seconds West a distance of 75.01 feet to a point; THENCE leaving said right of way South 89 degrees 45 minutes 26 seconds East a distance of 50.01 feet to a point on the easterly right of way of Bailey Johnson Road; THENCE along said easterly right of way the following courses and distances: South 00 degrees 38 minutes 30 seconds East a distance of 84.30 feet to a point; THENCE South 00 degrees 18 minutes 01 seconds East a distance of 75.00 feet to a point; THENCE South 00 degrees 18 minutes 01 seconds East a distance of 16.50 feet to a point; THENCE along a curve to the right having a radius of 406.97 feet and a length of 58.70 feet, said curve having a chord bearing of South 03 degrees 29 minutes 30 seconds West and a chord distance of 58.65 feet to a point; THENCE along a curve to the right having a radius of 406.97 feet and a length of 80.62 feet, said curve having a chord bearing of South 13 degrees 17 minutes 56 seconds West and a chord distance of 80.49 feet to a point; THENCE along a curve to the right having a radius of 406.97 feet and a length of 73.89 feet, said curve having a chord bearing of South 24 degrees 10 minutes 31 seconds West and a chord distance of 73.79 feet to a point at the intersection of said right of way and the northerly right of way of Clement Drive; THENCE leaving said right of way of Bailey Johnson Road and continuing along said right of way of Clement Drive the following courses and distances: THENCE North 85 degrees 55 minutes 37 seconds East a distance of 51.38 feet to a point; THENCE South 89 degrees 24 minutes 56 seconds East a distance of 51.90 feet to a point; THENCE South 86 degrees 21 minutes 47 seconds East a distance of 51.42 feet to a point; THENCE South 85 degrees 20 minutes 12 seconds East a distance of 50.89 feet to a point; THENCE South 83 degrees 48 minutes 26 seconds East a distance of 52.34 feet to a point; THENCE South 78 degrees 38 minutes 00 seconds East a distance of 53.80 feet to a point; THENCE South 72 degrees 56 minutes 00 seconds East a distance of 53.49 feet to a point; THENCE South 68 degrees 26 minutes 44 seconds East a distance of 88.61 feet to a point; THENCE South 56 degrees 13 minutes 31 seconds East a distance of 122.51 feet to a point; THENCE South 56 degrees 13 minutes 31 seconds East a distance of 156.99 feet to a point at the intersection of said right of way and the westerly right of way of Georgia 400 (a.k.a. North Fulton Highway/Variable R/W); THENCE leaving said right of way of Clement Drive and continuing along said right of way of Ga 400 South 20 degrees 34 minutes 33 seconds West a distance of 51.36 feet to a point at the intersection of said right of way and the southerly right of way of Clement Drive; THENCE leaving said right of way of Ga 400 and continuing along said right of way of Clement Drive the following courses and distances: North 56 degrees 13 minutes 31 seconds West a distance of 288.58 feet to a point; THENCE North 68 degrees 37 minutes 52 seconds West a distance of 78.62 feet to a point; THENCE North 72 degrees 56 minutes 00 seconds West a distance of 49.13 feet to a point; THENCE North 78 degrees 38 minutes 00 seconds West a distance of 49.05 feet to a point; THENCE North 83 degrees 48 minutes 26 seconds West a distance of 49.41 feet to a point; THENCE North 85 degrees 20 minutes 12 seconds West a distance of 49.78 feet to a point; THENCE North 86 degrees 21 minutes 47 seconds West a distance of 49.64 feet to a point; THENCE North 89 degrees 24 minutes 56 seconds West a distance of 49.53 feet to a point; THENCE South 88 degrees 11 minutes 55 seconds West a distance of 35.46 feet to a point at the intersection of the said right of way and the northerly right of way of Kimball Bridge Road; THENCE leaving said right of way of Clement Drive and continuing along said right of way of Kimball Bridge Road North 56 degrees 54 minutes 06 seconds West a distance of 17.48 feet to an Iron Pin Set; THENCE North 60 degrees 54 minutes 25 seconds West a distance of 75.97 feet to the **TRUE POINT OF BEGINNING.**

Said tract contains 56,676 square feet or 1.30 acres.

The above described property is shown on a Right of Way Abandonment plat for Bailey Johnson Road, Clement Drive and Manuel Lane dated January 13, 2015, prepared by H. Lanier Dunn, RLS no. 2243 of Travis Pruitt & Associates, said survey being incorporated herein by reference thereto. (FN# 210-E-188)

**DESCRIPTION OF
MANUEL LANE**

All that tract or parcel of land lying and being in Land Lots 805 & 852 of the 1st District, 2nd Section, City of ALPHARETTA, FULTON County, GEORGIA and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, Commence at an Iron Pin Set at the intersection of the northerly right of way of Kimball Bridge Road (Variable R/W) and the westerly right of way of Bailey Johnson Road (50' R/W); THENCE leaving said right of way of Kimball Bridge Road and continuing along said right of way of Bailey Johnson Road (50' R/W) the following courses and distances: North 75 degrees 22 minutes 20 seconds East a distance of 8.18 feet to a point; THENCE North 29 degrees 22 minutes 35 seconds East a distance of 26.91 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 54.50 feet, said curve having a chord bearing of North 25 degrees 00 minutes 08 seconds East and a chord distance of 54.45 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 80.00 feet, said curve having a chord bearing of North 14 degrees 12 minutes 28 seconds East and a chord distance of 79.84 feet to a point; THENCE along a curve to the right having a radius of 356.97 feet and a length of 52.51 feet, said curve having a chord bearing of North 03 degrees 34 minutes 24 seconds East and a chord distance of 52.46 feet to a point; THENCE North 00 degrees 20 minutes 04 seconds West a distance of 27.55 feet to a point; THENCE North 00 degrees 20 minutes 04 seconds West a distance of 74.01 feet to a point; THENCE North 00 degrees 38 minutes 26 seconds West a distance of 75.01 feet to a point at the intersection of said right of way and the westerly right of way of Manuel Lane said point being the **TRUE POINT OF BEGINNING;** from said **TRUE POINT OF BEGINNING** as thus established; THENCE leaving said right of way of Bailey Johnson Road and continuing along said westerly right of way of Manuel Lane the following courses and distances: North 00 degrees 38 minutes 26 seconds West a distance of 75.00 feet to a point; THENCE North 00 degrees 38 minutes 26 seconds West a distance of 75.00 feet to a point; THENCE North 00 degrees 38 minutes 26 seconds West a distance of 75.00 feet to a point at the intersection of said right of way and the southerly right of way of Manuel Lane; THENCE along said southerly right of way of Manuel Lane North 89 degrees 45 minutes 26 seconds West a distance of 166.68 feet to a point; THENCE leaving said right of way North 00 degrees 14 minutes 34 seconds East a distance of 50.07 feet to a point on the northerly right of way of Manuel Lane ; THENCE along said northerly right of way of Manuel Lane the following courses and distances: South 89 degrees 41 minutes 39 seconds East a distance of 75.00 feet to a point; THENCE South 89 degrees 41 minutes 39 seconds East a distance of 75.00 feet to a point; THENCE South 89 degrees 41 minutes 39 seconds East a distance of 75.00 feet to a point; THENCE South 89 degrees 41 minutes 39 seconds East a distance of 75.00 feet to a point; THENCE South 89 degrees 27 minutes 54 seconds East a distance of 75.00 feet to a point; THENCE South 87 degrees 15 minutes 08 seconds East a distance of 75.09 feet to a point; THENCE South 83 degrees 49 minutes 53 seconds East a distance of 65.79 feet to a point; THENCE South 81 degrees 38 minutes 02 seconds East a distance of 75.26 feet to a point; THENCE South 78 degrees 51 minutes 30 seconds East a distance of 75.54 feet to a point; THENCE South 72 degrees 53 minutes 39 seconds East a distance of 75.53 feet to a point; THENCE South 72 degrees 28 minutes 11 seconds East a distance of 75.54 feet to a point; THENCE South 47 degrees 39 minutes 13 seconds East a distance of 75.53 feet to a point; THENCE South 47 degrees 47 minutes 30 seconds East a distance of 116.53 feet to an Iron Pin Found(1" Crimp Top Pipe); THENCE leaving said right of way South 20 degrees 51 minutes 21 seconds West a distance of 53.07 feet to an Iron Pin Set on the southerly right of way of Manuel Lane; THENCE along said southerly right of way of Manuel Lane the following courses and distances: THENCE North 47 degrees 47 minutes 30 seconds West a distance of 136.08 feet to a point; THENCE North 47 degrees 39 minutes 14 seconds West a distance of 64.65 feet to a point; THENCE North 72 degrees 28 minutes 07 seconds West a distance of 64.17 feet to a point; THENCE North 72 degrees 53 minutes 39 seconds West a distance of 72.93 feet to a point; THENCE North 78 degrees 51 minutes 30 seconds West a distance of 71.72 feet to a point; THENCE North 81 degrees 38 minutes 02 seconds West a distance of 73.09 feet to a point; THENCE North 83 degrees 58 minutes 45 seconds West a distance of 66.19 feet to a point; THENCE North 87 degrees 15 minutes 08 seconds West a distance of 70.74 feet to a point; THENCE North 89 degrees 29 minutes 40 seconds West a distance of 73.07 feet to a point; THENCE North 89 degrees 41 minutes 40 seconds West a distance of 83.06 feet to a point at the intersection of said right of way and the easterly right of way of Manuel Lane; THENCE along said easterly right of way of Manuel Lane the following courses and distances: South 00 degrees 38 minutes 24 seconds East a distance of 74.06 feet to a point; THENCE South 00 degrees 38 minutes 26 seconds East a distance of 75.00 feet to a point; THENCE South 00 degrees 38 minutes 26 seconds East a distance of 75.77 feet to a point; THENCE leaving said right of way North 89 degrees 45 minutes 26 seconds West a distance of 50.01 feet to a point on the westerly right of way of Manuel Lane and the **TRUE POINT OF BEGINNING.**

Said tract contains 61,298 square feet or 1.41 acres.

The above described property is shown on a Right of Way Abandonment plat for Bailey Johnson Road, Clement Drive and Manuel Lane dated January 13, 2015, prepared by H. Lanier Dunn, RLS no. 2243 of Travis Pruitt & Associates, said survey being incorporated herein by reference thereto. (FN# 210-E-188) and is more or less the same property described in Plat Book 60, Page 30, Fulton County, Georgia."

BER-BANK, LLC
20 Heards Overlook Court
Atlanta, GA 30328

July 16, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Maurice Negrin
Negrin One, LLC
27234 N. 102nd Street
Scottsdale, AZ 85262

Re: Road Abandonment Petition for Bailey Johnson Road and Manuel Lane

Dear Mr. Negrin,

As you are aware, John Wieland Homes & Neighborhoods applied for and received a change in zoning of the property adjacent to your parcel located at 1400 Manuel Lane in Alpharetta, GA. The new zoning calls for the abandonment of all public roads including the portion of Manuel Lane which abuts your property (see attached exhibit) currently existing on the property with new roads being constructed to service the to be built subdivision. Ber-Bank, LLC is working with the City of Alpharetta to abandon the road in anticipation of the closing.

This process will not affect access to your property as we are currently in negotiations with you and SBA regarding improved access via the to-be-built Nothwinds Parkway Extension.

Sincerely,

Ber-Bank, LLC

BER-BANK, LLC

20 Heards Overlook Court
Atlanta, GA 30328

July 16, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

____
___Bailey Johnson Rd
Alpharetta, GA 30009

Re: Road Abandonment Petition for Bailey Johnson Road, Clement Drive and Manuel Lane

Dear_________,

As you are aware, John Wieland Homes & Neighborhoods applied for and received a change in zoning of your property located at __ Bailey Johnson Road in Alpharetta, GA. The new zoning calls for the abandonment of all public roads currently existing on the property with new roads being constructed to service the to-be-built subdivision. Ber-Bank, LLC is working with the City of Alpharetta to abandon Bailey Johnson Road, Clement Drive and Manuel Lane in anticipation of the closing.

Please be advised that the abandonment will not be effective until you complete the sale of your property to Ber-Bank, LLC. In the meantime, you will continue to have access to your property via Bailey Johnson Road.

The City may post signs advertising the abandonment.

Additionally, if, for whatever reason, the closing of the sale of your property to Ber-Bank, LLC does not occur, Bailey Johnson Road will NOT be abandoned and you will continue to have access to your property in the future.

To summarize, this process will not affect access to your property as long as you still own it.

Sincerely,

Ber-Bank, LLC

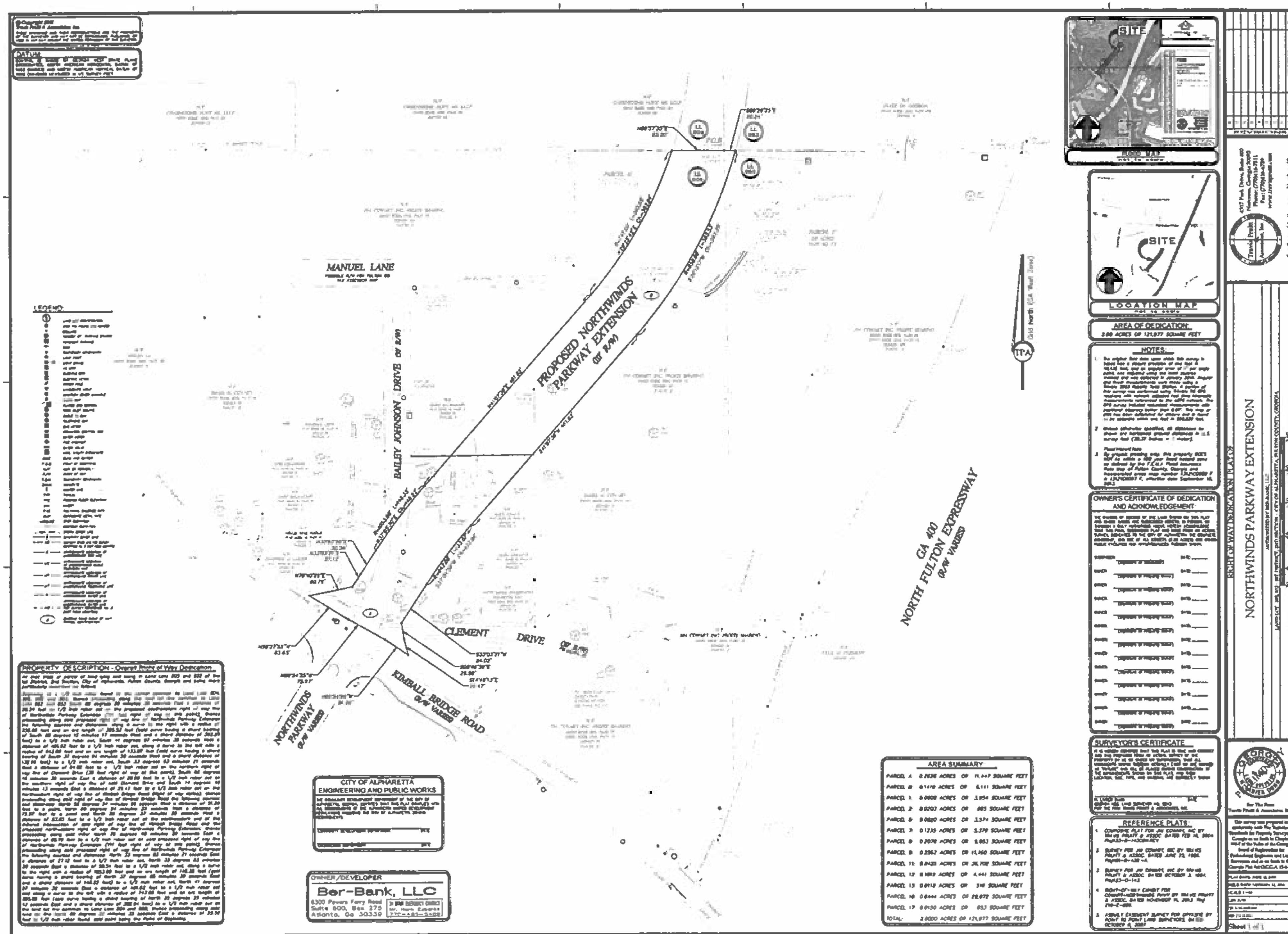
Northwinds Parkway Extension

All that tract or parcel of land lying and being in Land Lots 805 and 852 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

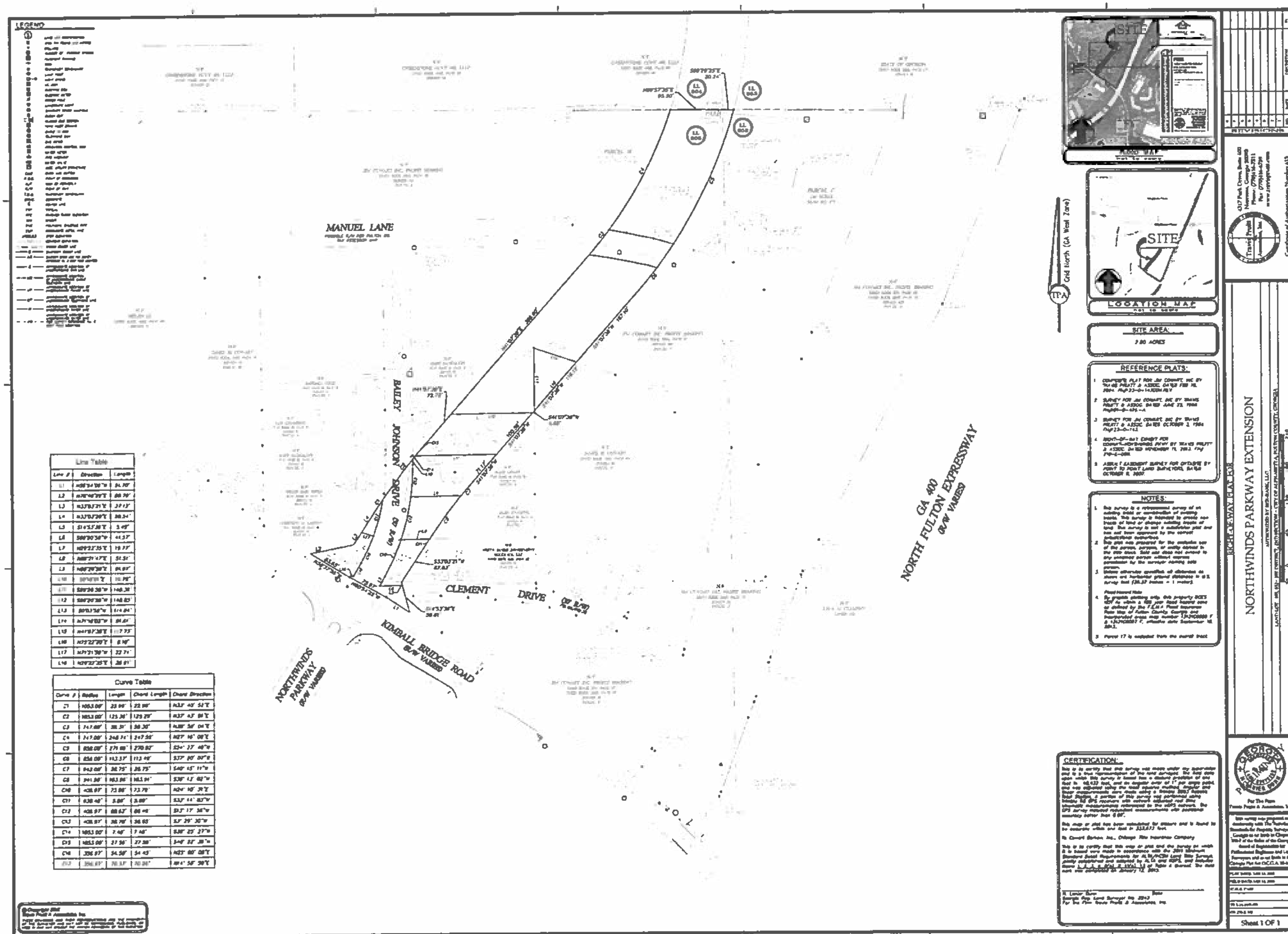
BEGINNING at a 1/2 inch rebar found at the corner common to Land Lots 804, 805, 852 and 853; thence proceeding along the land lot line common to Land Lots 852 and 853 South 89 degrees 29 minutes 25 seconds East a distance of 20.24 feet to 1/2 inch rebar set on the proposed southeastern right of way line of Northwinds Parkway Extension (111 foot right of way at this point); thence proceeding generally southwesterly along said proposed right of way line of Northwinds Parkway Extension the following courses and distances: along a curve to the right an arc length of 385.53 feet (said curve having a radius of 858.00 feet and being subtended by a chord bearing of South 28 degrees 15 minutes 17 seconds West and a chord distance of 382.29 feet) to a point, South 41 degrees 07 minutes 38 seconds West a distance of 461.62 feet to a point, thence along a curve to the left an arc length of 132.71 feet (said curve having a radius of 942.00 feet and being subtended by a chord bearing of South 37 degrees 05 minutes 29 seconds West and a chord distance of 132.60 feet) to a point, thence South 33 degrees 03 minutes 21 seconds West a distance of 88.28 feet to a point; thence South 14 degrees 53 minutes 26 seconds East a distance of 57.06 feet along a mitered right-of-way to a point on the northeastern right of way line of Kimball Bridge Road (right of way varies); thence proceeding along said right of way line of Kimball Bridge Road the following courses and distances: North 56 degrees 54 minutes 06 seconds West a distance of 51.70 feet to a point, North 60 degrees 54 minutes 25 seconds West a distance of 75.97 feet to a point and North 58 degrees 37 minutes 55 seconds West a distance of 83.65 feet to a point on said right-of-way line of Kimball Bridge Road; thence leaving said right-of-way line and along the proposed mitered right-of-way line of Northwinds Parkway Extension North 78 degrees 40 minutes 29 seconds East a distance of 80.79 feet to a point on said proposed right-of-way line of Northwinds Parkway Extension (111 foot right of way at this point); thence proceeding along said proposed right of way line of Northwinds Parkway Extension the following courses and distances: North 33 degrees 03 minutes 21 seconds East a distance of 77.60 feet to a point, thence along a curve to the right an arc length of 148.35 feet (said curve having a radius of 1053.00 feet and being subtended by a chord bearing of North 37 degrees 05 minutes 30 seconds East and a chord distance of 148.22 feet) to a point, North 41 degrees 07 minutes 38 seconds East a distance of 461.62 feet to a point, along a curve to the left an arc length of 305.05 feet (said curve having a radius of 747.00 feet and being subtended by a chord bearing of North 29 degrees 25 minutes 42 seconds East and a chord distance of 302.94 feet) to a point on the land lot line common to Land Lots 804 and 805; thence proceeding along said land lot line North 89 degrees 57 minutes 35 seconds East a distance of 95.50 feet to 1/2 inch rebar found at the POINT OF BEGINNING.

Said tract contains 2.80 acres.

The above described property is shown on a Right of Way Dedication Plat for Northwinds Parkway Extension, dated June 15, 2015, prepared by Travis Pruitt & Associates, Inc.

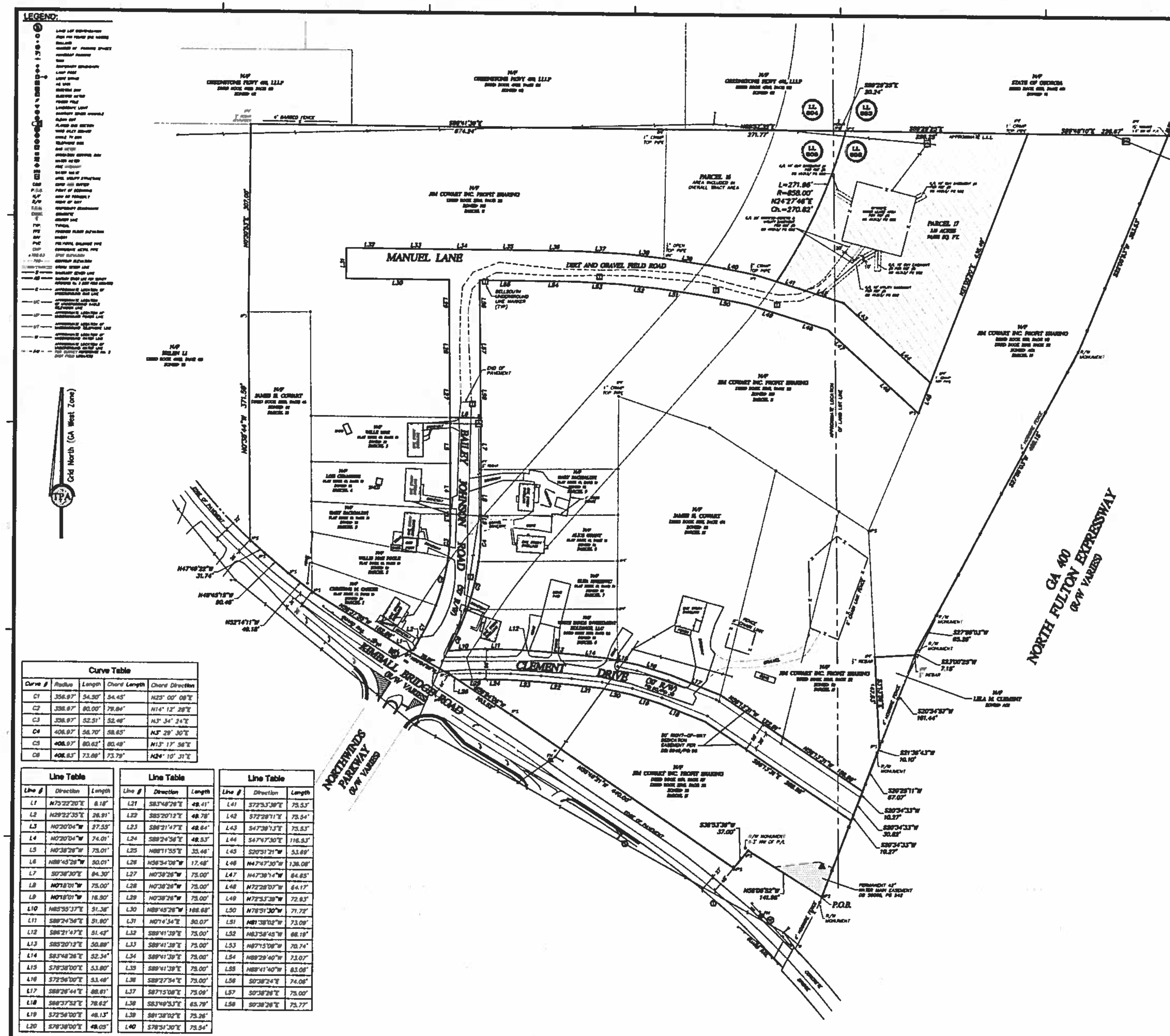


RIGHT OF WAY DEDICATION PLAT OF
NORTHWINDS PARKWAY EXTENSION
PROPOSED NORTHWINDS PARKWAY EXTENSION
MANUEL LANE
BAILEY JOHNSON DRIVE
CLEMENT DRIVE
KIMBALL BRIDGE ROAD (R/W VARIES)
NORTHWINDS PARKWAY (R/W VARIES)
GA 400 NORTH FULTON EXPRESSWAY (R/W VARIES)
Grid North (GA West Zone)
LEGEND
DATUM
PROPERTY DESCRIPTION
CITY OF ALPHARETTA ENGINEERING AND PUBLIC WORKS
OWNER/DEVELOPER
Ber-Bank, LLC
6300 Powers Ferry Road
Suite 600, Box 275
Atlanta, Ga 30339
AREA SUMMARY
AREA OF DEDICATION
LOCATION MAP
SITE
NOTES
OWNER'S CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT
SURVEYOR'S CERTIFICATE
REFERENCE PLATS
REVISIONS
Travis Pruitt & Associates, Inc.
Sheet 1 of 1



Line Table		
Line #	Direction	Length
L1	N38°34'06"W	34.70'
L2	N78°46'39"E	88.76'
L3	N33°03'21"E	27.13'
L4	N33°03'39"E	38.34'
L5	S14°55'30"E	3.49'
L6	S80°30'38"W	44.57'
L7	N09°22'35"E	19.77'
L8	N80°21'47"E	51.51'
L9	N80°26'36"E	84.07'
L10	[illegible]	10.76'
L11	S80°20'38"W	148.38'
L12	S80°20'38"W	148.85'
L13	S70°13'58"W	114.84'
L14	N71°48'03"W	84.41'
L15	N41°07'38"E	117.73'
L16	N73°22'35"E	8.10'
L17	N71°21'30"W	22.74'
L18	N09°22'35"E	28.61'

Curve Table				
Curve #	Radius	Length	Chord Length	Chord Direction
C1	1053.00'	23.06'	22.96'	N33° 43' 52"E
C2	1053.00'	125.38'	125.29'	N37° 43' 06"E
C3	747.00'	38.31'	38.30'	N58° 56' 04"E
C4	747.00'	248.74'	247.58'	N27° 16' 08"E
C5	858.00'	271.08'	270.82'	S24° 37' 46"W
C6	858.00'	113.57'	113.49'	S37° 00' 00"W
C7	943.00'	28.75'	28.75'	S40° 15' 11"W
C8	991.00'	163.06'	163.04'	S36° 15' 40"W
C10	428.97'	73.88'	73.79'	N24° 10' 38"E
C11	638.46'	3.86'	3.86'	S33° 14' 03"W
C12	428.97'	88.63'	88.46'	S13° 17' 36"W
C13	428.97'	36.78'	36.65'	S3° 29' 30"W
C14	1053.00'	7.46'	7.46'	S36° 25' 27"W
C15	1053.00'	27.56'	27.56'	S46° 32' 38"W
C16	356.97'	54.58'	54.45'	N25° 00' 08"E
C17	356.97'	50.57'	50.58'	N14° 58' 30"E

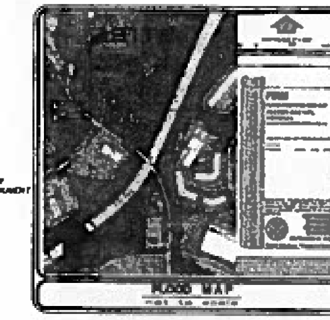


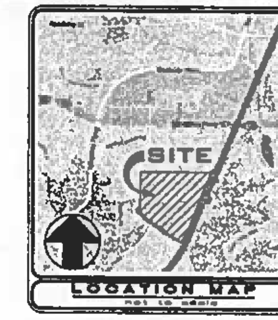
Curve Table				
Curve #	Radius	Length	Chord Length	Chord Direction
C1	356.97'	54.50'	54.45'	N25° 00' 08"E
C2	356.97'	80.00'	79.84'	N14° 12' 28"E
C3	356.97'	52.51'	52.46'	N3° 34' 24"E
C4	406.97'	58.70'	58.65'	N5° 29' 30"E
C5	406.97'	80.62'	80.49'	N13° 17' 58"E
C6	406.83'	73.89'	73.79'	N24° 10' 31"E

Line Table		
Line #	Direction	Length
L1	N75°22'20"E	8.18'
L2	N29°22'35"E	26.91'
L3	N0°20'04"W	27.55'
L4	N0°20'04"W	74.01'
L5	N0°38'26"W	75.01'
L6	N88°45'26"W	50.01'
L7	S0°38'30"E	84.30'
L8	N0°18'01"W	75.00'
L9	N0°18'01"W	16.50'
L10	N85°55'37"E	51.38'
L11	S88°24'58"E	51.80'
L12	S86°21'47"E	51.43'
L13	S85°20'13"E	50.89'
L14	S83°48'26"E	52.34'
L15	S78°38'00"E	53.80'
L16	S72°56'00"E	53.48'
L17	S88°26'44"E	88.61'
L18	S88°37'52"E	78.62'
L19	S72°56'00"E	48.13'
L20	S78°38'00"E	48.05'

Line Table		
Line #	Direction	Length
L21	S83°48'26"E	49.41'
L22	S85°20'13"E	49.78'
L23	S86°21'47"E	49.64'
L24	S88°24'58"E	49.53'
L25	N88°11'55"E	35.46'
L26	N36°34'08"W	17.48'
L27	N0°38'26"W	75.00'
L28	N0°38'26"W	75.00'
L29	N0°38'26"W	75.00'
L30	N88°45'26"W	168.68'
L31	N0°14'34"E	50.07'
L32	S89°41'39"E	75.00'
L33	S89°41'39"E	75.00'
L34	S89°41'39"E	75.00'
L35	S89°41'39"E	75.00'
L36	S89°27'54"E	75.00'
L37	S87°15'08"E	75.09'
L38	S83°49'53"E	65.79'
L39	S81°38'02"E	75.26'
L40	S78°51'30"E	75.54'

Line Table		
Line #	Direction	Length
L41	S72°53'38"E	75.53'
L42	S72°28'11"E	75.54'
L43	S47°38'13"E	75.53'
L44	S47°47'30"E	116.53'
L45	S20°51'21"W	53.69'
L46	N47°47'30"W	136.08'
L47	N47°38'14"W	84.85'
L48	N72°28'07"W	64.17'
L49	N72°53'38"W	72.83'
L50	N78°51'30"W	71.72'
L51	N81°38'02"W	73.09'
L52	N83°58'45"W	68.19'
L53	N87°15'08"W	70.74'
L54	N89°29'40"W	73.07'
L55	N89°41'40"W	83.06'
L56	S0°38'24"E	74.06'
L57	S0°38'26"E	75.00'
L58	S0°38'26"E	75.77'





SITE AREA:

MANUEL LANE: 1.41 ACRES
BAILEY JOHNSON ROAD: 1.30 ACRES
TOTAL: 2.71 ACRES

REFERENCE PLATS:

1. COMPOSITE PLAT FOR JIM COWART, INC BY TRAVIS PRUITT & ASSOC. DATED FEB 16, 2004. FN#23-D-143COM.REV
2. SURVEY FOR JIM COWART, INC BY TRAVIS PRUITT & ASSOC. DATED JUNE 25, 1986. FN#01-B-429.-A.
3. SURVEY FOR JIM COWART, INC BY TRAVIS PRUITT & ASSOC. DATED OCTOBER 3, 1984. FN#23-D-143.
4. RIGHT-OF-WAY EXHIBIT FOR COWART-NORTHWINDS PKWY BY TRAVIS PRUITT & ASSOC. DATED NOVEMBER 11, 2013. FN# 210-E-089.
5. ASBUILT EASEMENT SURVEY FOR OPTASITE BY POINT TO POINT LAND SURVEYORS, DATED OCTOBER 8, 2007.
6. SUBDIVISION PLAT IN PLAT BOOK 80, PAGE 30 FULTON COUNTY, GA RECORDS

NOTES:

1. This survey is a retracement survey of an existing tract or combination of existing tracts. This survey is intended to create new tracts of land or change existing tracts of land. This survey is not a subdivision plat and has not been approved by the correct jurisdictional authorities.
2. This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
3. Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).

Flood Hazard Note:
4. By graphic plotting only, this property DOES NOT lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of Fulton County, Georgia and incorporated areas map number 13121C0059 F & 13121C0057 F, effective date September 18,

CERTIFICATION:

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based has a closure precision of one foot in 40,412 feet, and an angular error of 1" per angle point, and was adjusted using the compass rule method. Angular and linear measurements were made using a Leica TS 15 Robotic Total Station. A portion of this survey was performed using Leica CS 15 GPS receivers with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS survey included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 323,673 feet.

H. Lanier Dunn 7-17-15
H. Lanier Dunn, Date
Georgia Reg. Land Surveyor No. 2243
For the Firm Travis Pruitt & Associates, Inc.

RIGHT-OF-WAY ABANDONMENT PLAT FOR

BAILEY JOHNSON DRIVE, CLEMENT DRIVE AND MANUEL LANE

AUTHORIZED BY BEE-BANK, LLC

LAND LOT 853, 852 - 1ST DISTRICT, 2ND SECTION - CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GRAPHIC SCALE - IN FEET: 0 30 60 120 180 240

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6759
www.travispruitt.com
Certificate of Authorization Number 613

REVISIONS | NO. | DATE | DESCRIPTION | BY

For The Firm Travis Pruitt & Associates, Inc.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

PLAT DATE: JULY 17, 2015
FIELD DATE: JAN 13, 2015
SCALE: 1"=60'

Sheet 1 OF 1

RESOLUTION NO.______________

A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA PROVIDING FOR THE ABANDONMENT AND DISPOSITION OF A CERTAIN PUBLIC RIGHT-OF-WAY (ALL OF CLEMENT DRIVE, BAILEY JOHNSON ROAD, MANUAL LANE)

WHEREAS, the City of Alpharetta has received an application for the abandonment of a certain portion (56,676 SF) of a public right-of-way known as Clement Drive and Bailey Johnson Road and for the abandonment of a certain portion (61,298 SF) of a public right-of-way known as Manuel Lane, located in Land Lot 805 & 852 1st District, 2nd Section; and

WHEREAS, after due consideration and investigation, the Mayor and Council for the City of Alpharetta (the "City Council") have determined that the of rights-of-way of Clement Drive, Bailey Johnson Road, and Manuel Lane described in the attached Exhibit "A" and Exhibit "B" have ceased to be used by the public to the extent that no substantial public purpose is served by it; and

WHEREAS, the City has notified the public and the abutting property owners of its intention to abandon said rights-of-way;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby resolves that the right of way of Clement Drive, Bailey Johnson Road, and Manuel Lane described in the attached Exhibit "A" and Exhibit "B" is hereby abandoned as a public road and shall no longer be part of the City street system and the Mayor and such other City officials as may be appropriate are hereby authorized to dispose of that Clement Drive, Bailey Johnson Road, and Manuel Lane described in the attached Exhibit "A" and Exhibit "B" through conveyance of said property to adjacent property owners in exchange for compensation in accordance with the provisions of applicable law.

SO RESOLVED this _________ day of _____________________ 2015.

CITY OF ALPHARETTA

BY: ____________________________
David Belle Isle, Mayor

COUNCIL MEMBERS

____

____

____

____

____

____

Attest:

____

City Clerk

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra, Senior Engineer
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: FY 2016 MILLING AND RESURFACING, ITB 16-001

II. RECOMMENDATION:

Please award Bid No. 16-001 to Northwest Georgia Paving, Inc. in the amount of $2,009,757.10 for the FY 2016 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES FISCAL IMPACT: YES

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

TOTAL PROJECT COST: $2,009,757.10

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling & Resurfacing - LMIG (34041100-541410-C1219)	$413,936.00
Milling & Resurfacing (30141100-541410-C1219)	$1,595,822.00
Vehicle Detection Equip. (Windward Pkwy) - Reallocation (30141100-541410-C1506)	($2,630.00)
Cumming St/Jayne Ellen Way Drainage – Reallocation (30141100-541430-C1306)	($14,671.00)
Marietta Street Sidewalk - Reallocation of Funds (30141100-541420-C1413)	($1,650.00)
Webb Br Pk Erosion/Paving – Reallocation of Funds (30161150-541430-C1422)	($17,981.00)
Davis Drive Extension (Design) - Reallocation of Funds (30141100-541410-C1444)	($6,000.00)
Broadwell @ Rucker Intersection Imp. - Reallocation of Funds (30141100-541410-C1504)	($14,838.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling & Resurfacing - LMIG (34041100-334310-C1219)	$413,936.00
N/A	$0.00
N/A	$0.00
N/A	$0.00
N/A	$0.00
N/A	$0.00
N/A	$0.00
N/A	$0.00

IV. REPORT IN BRIEF:

The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic volumes.

In FY 2012, the City contracted with Moreland Altobelli Associates, Inc. to evaluate the City's full inventory of roadways utilizing a system similar to that of the Georgia Department of Transportation. In using this approach, each road received a rating from 1 to 100, with lower scores representing a greater need for maintenance. However, pavement ratings are not static and must be continuously re-evaluated. Using the Moreland Altobelli ratings as a baseline, City Staff has continued to re-evaluate roadways and adjust ratings accordingly. The most recent re-evaluation was completed in February of 2015. Based on these revised ratings, 50 roads were included in the annual offering. These roads include:

1. Pinehigh Drive from Kimball Bridge Road to Pineset Drive

2. Lyerly Point from Lansburgh Turn to Cul-de-sac
3. Pine Vista Boulevard from Pineset Drive to Pinehigh Drive
4. Pine Top Court from Pinehigh Drive to Cul-de-sac
5. Pine Knoll from Pinehigh Drive to Cul-de-sac
6. Pinehollow Court from Buice Road to Cul-de-sac
7. Parkerwood Way from Pinehollow Court to Cul-de-sac
8. Bittercress Court from Park Glenn Drive to Cul-de-sac
9. Grenadier Lane from Tuxford Drive to South Kimball Bridge Crossing
10. Rossiter Ridge from Tuxford Drive to Cul-de-sac
11. Linkside Terrace from Linkside Drive to Cul-de-sac
12. Linkside Drive from Newport Bay Passage to Cul-de-sac
13. Linkside Hollow from Linkside Drive to Cul-de-sac
14. Linkside Overview from Linkside Drive to Cul-de-sac
15. North Point Center East from Encore Parkway to North Point Circle
16. North Point Drive from Haynes Bridge Road to North Point Circle
17. Park Brooke Drive from Kimball Bridge Road to Park Brooke Trace
18. Birch Ridge Court from Birch Ridge Drive to Cul-de-sac
19. Birch Ridge Drive from Harris Road to Cul-de-sac
20. Charlotte Drive from Rucker Road to Mid Broadwell Road
21. Kimball Crest Drive from Kimball Bridge Road to Cul-de-sac
22. Creekline Drive from Old Roswell Road to Parkmont Drive
23. Parkmont Drive from Warsaw Road to End
24. Parkcreek Court from Parkmont Drive to Cul-de-sac
25. Sharpe Lane from Thornberry Drive to Cul-de-sac
26. Thornberry Drive from Haynes Bridge Road to Cul-de-sac
27. Park Woods Circle from Old Milton Pkwy to Park Bridge Parkway
28. Silverleaf Way from Park Glenn Drive to Cul-de-sac
29. Roswell Street from Old Milton Pkwy to Milton Avenue
30. Canton Street from Milton Avenue to Old Canton Street
31. Kimball Bridge Road from GA 400 to North Point Parkway
32. Lunetta Lane from Cogburn Ridge Road to Cul-de-sac
33. Cogburn Ridge Road from Cogburn Ridge Way to Cul-de-sac
34. Cogburn Ridge Way from Cogburn Road to Cul-de-sac
35. Pearles Court from Lunetta Lane to Cul-de-sac
36. Mandi Way from Lunetta Lane to Cul-de-sac
37. Dottie Lane from Lunetta Lane to Cul-de-sac
38. Maisie Court from Lunetta Lane to Cul-de-sac
39. Dennis Drive from Rucker Road to End
40. Surrey Point from Canton Street to Cul-de-sac
41. Surrey Court from Surrey Point to Cul-de-sac
42. Elizabeth Boulevard from Dennis Drive to Dennis Drive
43. Emily Lane from Dennis Drive to End
44. Salem Drive from Colony Drive to End
45. Mayfield Circle from Mayfield Road to Cul-de-sac
46. Heritage Lane from Mayfield Circle northwest to End
47. Kenneth Drive from Mayfield Circle to Meadow Drive
48. Meadow Drive from Mayfield Circle northwest to Cul-de-sac
49. Crabapple Chase Court from Crabapple Chase Drive to Cul-de-sac
50. Crabapple Crescent Court from Crabapple Chase Court to Cul-de-sac

Work along North Point Center East, North Point Drive, Roswell Street, Canton Street, and Kimball Bridge Road will be accomplished at night. Upon completion of the resurfacing of Roswell Street, the Department of Public Works will work with the City's on-call striping contractor to restripe the road to provide on-street parking on both sides, where feasible.

Also included in the project scope is pavement repair of a portion of the Big Creek Greenway parking lot on Preston Ridge Road. Over time, tree roots have caused severe damage to a portion of the parking lot pavement. The damaged pavement and associated curb and gutter will be removed along with the existing tree roots. The impacted area will be reconstructed with a concrete base topped with 2" of asphalt and the curb and gutter will be re-poured. Tree removal will occur separately from this project.

The Department of Public Works prepared a request for bids for the locations listed above. The City advertised for competitive bids on June 25, 2015. Bids for the project were received on August 20, 2015, and the City received a total of six bids from the following:

Northwest Georgia Paving, Inc.	$2,009,757.10
C W Matthews Contracting Company, Inc.	$2,083,255.75
Blount Construction Company, Inc.	$2,121,238.88
Allied Paving Contractors, Inc.	$2,205,575.65
Baldwin Paving Company, Inc.	$2,259,416.05
Stewart Brothers, Inc.	$2,660,358.80

The apparent low bidder, Northwest Georgia Paving, Inc., (NWGP) has completed multiple roadway and paving projects within the Metro Atlanta area. The Department of Public Works reached out to three references (City of Roswell, City of Johns Creek, and City of Calhoun) for NWGP where similar scopes of work were performed. These references complimented NWGP for their workmanship and indicated that they would work with NWGP again in the future if given an opportunity.

On August 25, 2015, Staff met with representatives of Northwest Georgia Paving, Inc. to review the scope of work and the City's expectations. NWGP assured Staff that they could complete the project for the bid amount and within the allocated time frame. Thus, Staff determined Northwest Georgia Paving, Inc. to be the lowest responsive and responsible bidder.

As this is a unit price contract, progress payments to the contractor will be based on the quantity of work completed for each item per the values submitted by the contractor in its bid to the City. The City's representative will verify the quantity is correct prior to approving the payment.

All work included within this project's scope shall be finished by Friday April 1, 2016.

V. ALTERNATIVES:

Reduce the quantity of "Full Width Mill, 1.5" Depth - Daytime Work" by 6,117 SY and the quantity of "9.5mm SUPERPAVE - Daytime Work" by 445 tons. This would reduce the total cost by $46,332.30 from $2,009,757.10 to $1,963,424.80. Staff would then work with the contractor in the field to adjust scope accordingly.

VI. ATTACHMENTS:

Roswell Street & Canton Street Striping Plan, Big Creek Greenway - Preston Ridge Parking Lot

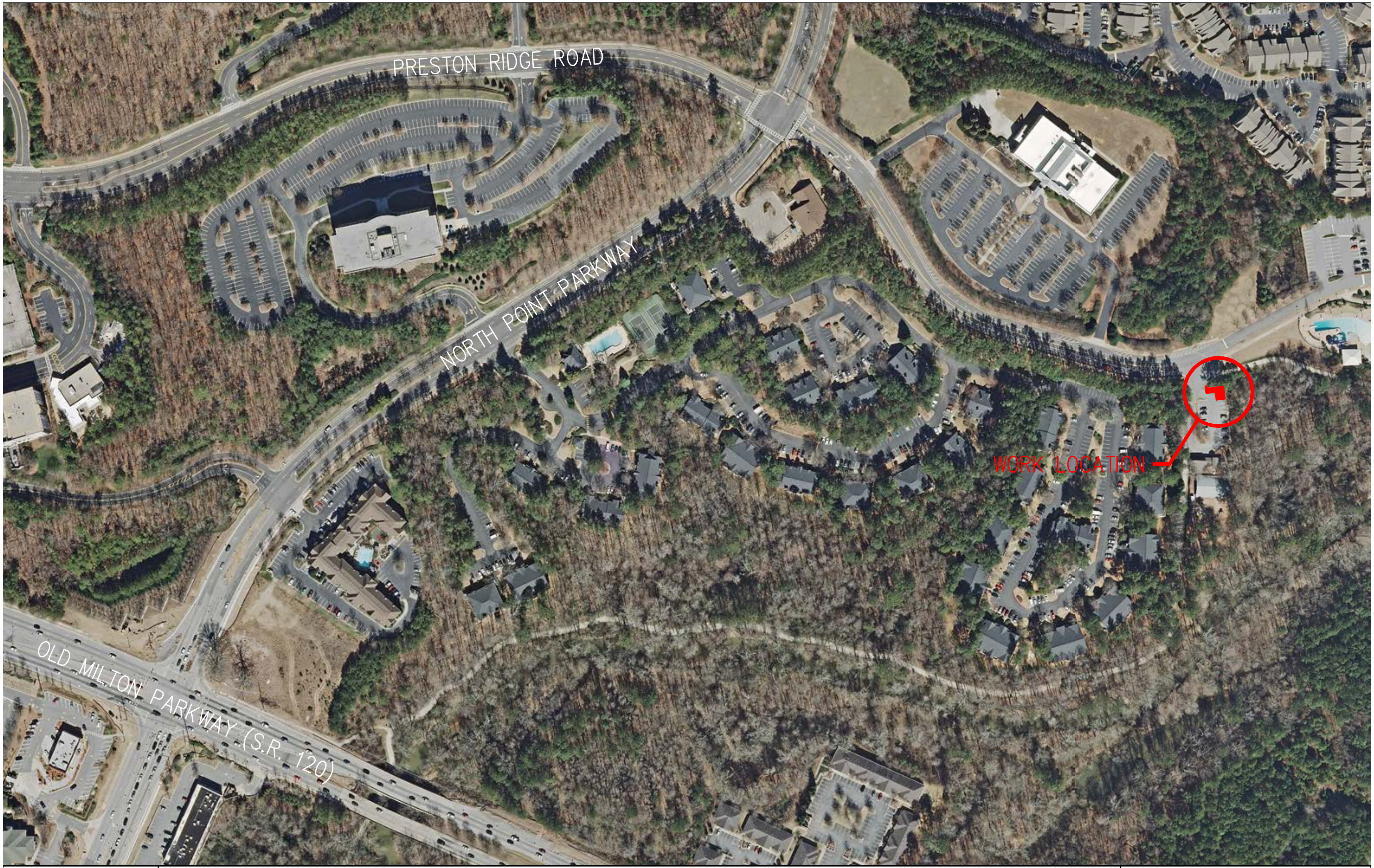

ROSWELL STREET / CANTON STREET RE-STRIPING PLAN
FY 16 MILLING & RESURFACING, ITB 16-001
OLD MILTON PARKWAY
MARIETTA STREET
ROSWELL STREET

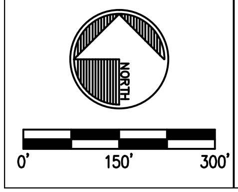
ROSWELL STREET / CANTON STREET RE-STRIPING PLAN
FY 16 MILLING & RESURFACING, ITB 16-001
MARIETTA STREET
ROSWELL STREET


ROSWELL STREET / CANTON STREET RE-STRIPING PLAN
FY 16 MILLING & RESURFACING, ITB 16-001
ROSWELL STREET
STOP
MARIETTA STREET

ROSWELL STREET / CANTON STREET RE-STRIPING PLAN
FY 16 MILLING & RESURFACING, ITB 16-001


ROSWELL STREET / CANTON STREET RE-STRIPING PLAN
FY 16 MILLING & RESURFACING, ITB 16-001
SCHOOL DRIVE
CANTON STREET
CHURCH STREET
OLD CANTON STREET





FY 2016 MILLING AND RESURFACING
BIG CREEK GREENWAY - PRESTON RIDGE PARKING LOT

SHEET 1 OF 2

THE CITY OF
ALPHARETTA
PUBLIC WORKS

SCOPE OF WORK:

1. REMOVE AND RECONSTRUCT APPROXIMATELY 80 LF OF 24" CURB AND GUTTER.
   1.1. SAWCUT AND REMOVE EXISTING CURB AND GUTTER AT NEAREST JOINT ON EACH END OF WORK.
   1.2. RECONSTRUCT CURB AND GUTTER PER CITY OF ALPHARETTA STANDARD 901
   1.3. MAINTAIN FLUME DISCHARGE IN CORNER OF PARKING LOT.
2. REMOVE AND RECONSTRUCT APPROXIMATELY 750 SF OF PARKING LOT.
   2.1. SAWCUT PAVEMENT AND REMOVE FULL PAVEMENT SECTION DEPTH.
   2.2. RECONSTRUCTED PARKING LOT SHALL BE 2" OF 9.5MM SUPERPAVE ON TOP OF 6" OF CLASS B CONCRETE.
   2.3. CITY STAFF WILL RESTRIPE PARKING SPACES UPON COMPLETION OF WORK.

NORTH

0' 15' 30'

FY 2016 MILLING AND RESURFACING
BIG CREEK GREENWAY - PRESTON RIDGE PARKING LOT

SHEET 2 OF 2

THE CITY OF ALPHARETTA PUBLIC WORKS

City Council Meeting
Staff Report

Submitting Department: Recreation And Parks
Submitted By: Mike Perry
Drafted By: Lisa Cherry

I. Agenda Item Title: Purchase of 2016 Entourage Ford F550 Passenger Vehicle

II. Recommendation:

Please approve the purchase of one 2016 Glaval Bus 33' Entourage Ford F550 without handicap lift from Alliance Bus Group, Inc. under State of Georgia Contract Number 999990SPD-I20100810-0009 (NJPA RFP # 022209) in the amount of $82,267.92; and authorize the Mayor to execute all necessary documents.

III. Budget Implications:

☐ Non-Budgeted Item ☐ No Fiscal Impact

☒ Included In Current FY Capital Budget ☐ Included In Current FY Operating Budget

Total Project Cost: $ 82,267.92

Internal Funding Sources:

Account Number	Dollar Amount
30161150 542200 C1232	$ 82,267.92

External Funding Sources (Grants, Donations, Etc.):

Source	Dollar Amount
N/A	$ 0.00

IV. Report In Brief:

The City of Alpharetta Recreation and Parks Department received funding in the amount of $100,000 in the FY 2016 Capital Budget to replace the 1999 32 passenger Freightliner bus, which has over 150,000 miles on it. Based on the recommendation of the Alpharetta Recreation Commission with the support of the Alpharetta Golden Age Club, the Department would like to purchase a 2016 Glaval Bus 33' Entourage Ford F550 29 passenger vehicle.

Under the state contract, the cost for the new bus is $82,267.92. This bus has the following options: 19,500 GVWR, stainless steel wheel inserts 19.5", 65,000 BTU heater, 90,000 BTU air conditioning, backup camera system with 7" color LCD monitor and remote control, backup alarm, exterior mirror with heat/remote, aluminum footrest, side sliders with seat belt loop, Freedman passenger seat fabric level 4, spare tire, microphone wireless headset kit for driver, overhead luggage rack, rear luggage storage, and DVD system with 1 fixed screen (22") and 2 collapsible monitors (15"). The vehicle is gas-powered and 33' long with a 201" wheel base.

Staff contacted other companies listed on the state contract. Alliance Bus Group, Inc. provided the lowest price for this vehicle. Alliance Bus Group, Inc. is located in College Park, but the vehicle can be serviced at a dealer in Marietta when needed.

Before making a final recommendation to Council on the type of bus to purchase, staff presented options to the Alpharetta Recreation Commission at their meeting on August 13, 2015. Members of the Alpharetta Golden Age Club were in attendance to express their support of purchasing a bus without a handicap lift since the City already has a passenger vehicle with a handicap lift. The City is ADA compliant as long as we have one passenger vehicle to accommodate someone in a wheelchair. The Recreation Commission supported the club's recommendation.

V. Alternatives:

Purchase one 2016 Glaval Bus 33' Entourage Ford F550 with handicap lift from Alliance Bus Group, Inc. under State of Georgia Contract Number 999990SPD-I20100810-0009, NJPA RFP # 022209 in the amount of $85,960.25.

VI. ATTACHMENTS:

- Alliance Bus Group, Inc. Quote
- Floor Plan for Entourage Ford F550 Vehicle
- State Contract Documentation

Stock #:

ALLIANCE BUS GROUP ALLIANCE BUS GROUP, INC. 1926 HYANNIS COURT COLLEGE PARK GA 30337 Tel. : (770) 305-0060 Fax : (770) 305-0061	# DETAILED SPECIFICATIONS
Quote No. : -120147 Date of Quote : 10/30/2015 Sales Representative : WPedersen	**Configured For:** CITY OF ALPHARETTA 13450 COGBURN ROAD ALPHARETTA GA 30004

New/Used :	NEW	Mileage :			
Year :		Chassis :	Ford F550	Ambulatory Capacity :	
Make :	GLAVAL	Fuel :	GAS	# Wheelchairs :	
Model :	ENTOURAGE	VIN :		Luggage :	

Vehicle Details	Quantity
ALLIANCE DISCOUNT	1
FORD GPC REBATE INCLUDED IN PRICE	1
33 ENTOURAGE: FORD F550 252" WB; 362 HP; 6.8L V10 GAS; 5 SPEED AUTO TRANS; 19,500 GVWR Max 33 Pass	1
Ford F-550, 201"wb, 6.8L Gas, 19,500#	1
	1
RVS, BACKUP CAMERA SYSTEM ONE MODEL # RVS 770613 1 CAMERA SETUP WITH COLOR 7" LCD MONITOR & REMOTE CONTROL	1
ASA, RADIO, JENSEN AFTERMARKET IN DASH AM/FM/CD/DVD/PA INPUT, DV2011, *MUST SELECT MONITORS MAX LIMIT OF 8	1
ASA, MICROPHONE, HANDHELD W/MIC CLIP, *SPECIFY LOCATION	1
ASA, FIXED MONITOR, 22" LED FLAT SCREEN	1
ASA, FLIPDOWN MONITOR, 15"	2
WHEEL INSERTS, STAINLESS STEEL - 19.5" ENTOURAGE, V195F66M	1
VALVE STEM EXTENSIONS, ENTOURAGE 19.5" RIM 10 LUG	1
SPARE TIRE SHIPPED LOOSE	1
MOR/RYDE REAR SUSPENSION SYSTEM, #100 SPRING FOR 19,500 GVWR ENTOURAGE 32 & UP RL-F550-03C KIT	1
CHROME GRILL, F550	1
HEATER, 65,000 BTU FLOOR MOUNTED, #465 p/n 50-000-510 BULK	1
AUXILLARY HEATER PUMP	1
ACC R366021 90,000 BTU AIR CONDITIONING, F550 6.8L GAS, 23036 EVAP, 25060 SKIRT COND, OEM & TM21 COMP, OEM 155 AMP ALT, MUST CHOOSE ALTERNATOR UPGRADE	1
ALTERNATOR UPGRADE, AFTER-MARKET FORD 225 AMP, F550/F650 GAS	1
VERSION II OVERHEAD LUG RACKS W/READING LIGHTS & 2 INTERIOR 14" X 3" LED LIGHTS, 20 - 27 PROD NOTE: INSTALL SPKRS IN THE CEILING 34" CENTER TO CENTER WIDTH OPTION KEEPS LIGHT BAR LIGHTS	1
FW, 3 PT, CORP, ICSBLACK, U.S. ARM RIGHT	12
DRIVER SEAT LEVEL 4	1
ENTOURAGE OEM DRIVERS SEAT COVER	1
FEATHER WEIGHT, 17.5" HIGH BACK SINGLE RIGID	1
FEATHER WEIGHT, 17.5" HIGH BACK DOUBLE RIGID	2
FEATHER WEIGHT, 17.5" HIGH BACK DOUBLE RECLINER	12

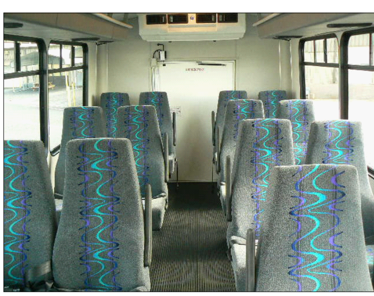
FREEDMAN PASSENGER SEAT FABRIC LEVEL 4	29
ALUMINUM FOOTREST	24
SIDE SLIDERS W/SEAT BELT LOOP IF APPLICABLE Double Only - N/A ON 3 PT, ICS, OR CRS SEATS	12
REAR LUGGAGE COMP Includes: Door w/L-Handle, Lock, Lite, Buzzer, Rontex, Filler Plate, Bolt-On Step Bumper, SPORT, PRIMETIME, UNIVERSAL, TITAN II, T2LF, ENTOURAGE, LEGACY	1
SAFETY PKG 2: 10# FIRE Extinguisher; SPEC-31 Unit First Aid Kit;Triangles & B/U Alarm	1
ROOF HATCH, SMI, 1976-028-011, STANDARD SAFETY VENT II - GREY	1
STANDEE LINE & STANDEE SIGN, CHOOSE WHITE OR YELLOW	1
HAND RAIL FWD OF ENTRANCE DOOR FOR USE WITH ELECTRIC DOOR ONLY	1
DECAL "WATCH YOUR STEP"	1
MIRROR,INTERIOR,6"X 9",CONVEX	1
MIRROR, EXTERIOR, ROSCO, F550, HEAT/REMOTE/LED TURNS FENDER MOUNT, ACCUSTYLE M815 start 2012	1
UNDER SEAT RETRACTABLE BELT - Single Seat FREEDMAN - N/A ON PERIMETER SEATS D/S	1
UNDER SEAT RETRACTABLE BELT - Double Seat FREEDMAN - N/A ON PERIMETER SEATS	12

Sales Price : $82,267.92

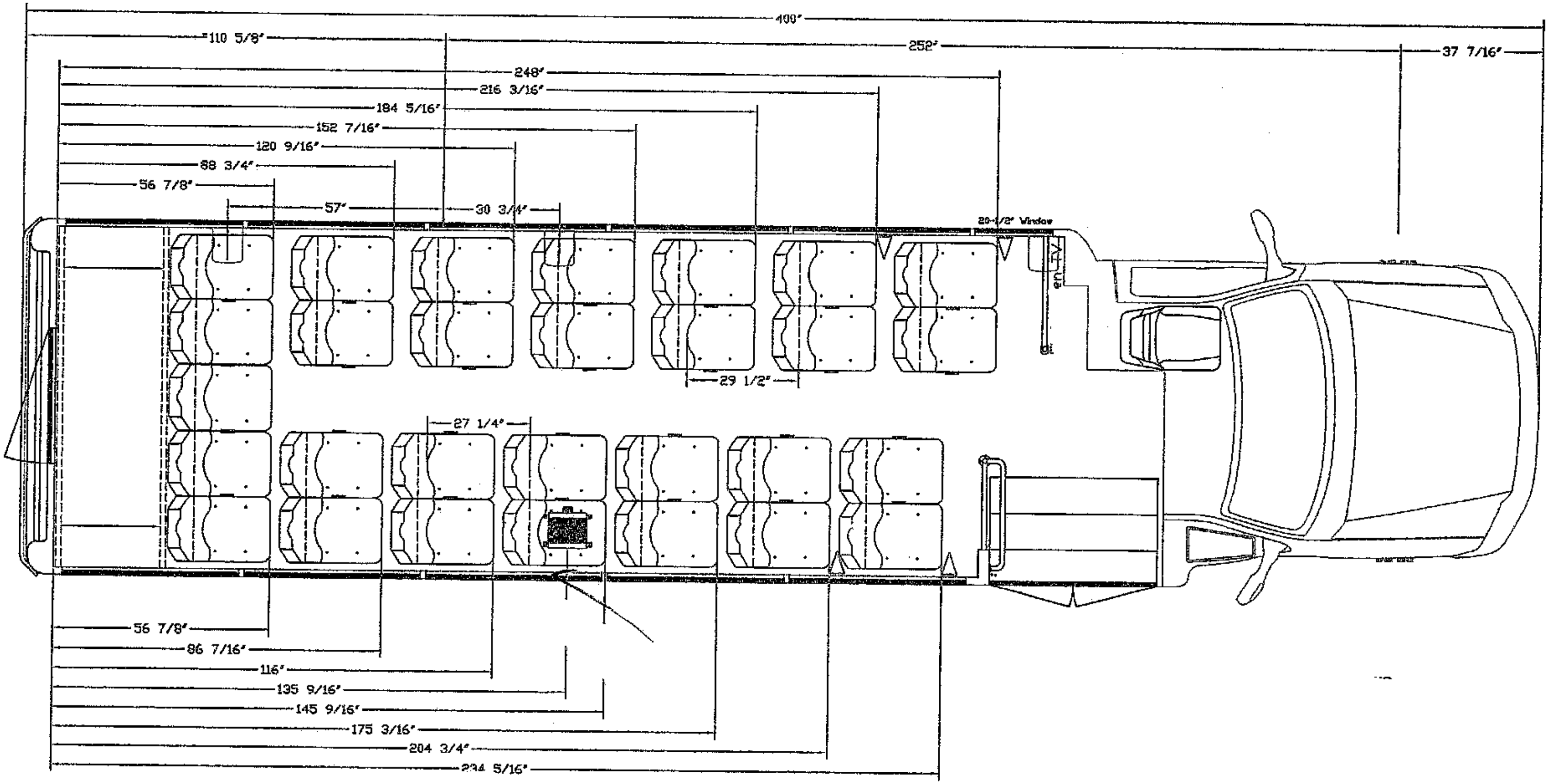
Taxes & Fees are Additional

This quotation is valid for ten (10) days.

Other models and floor plans of a similar size may be available at a lesser price.



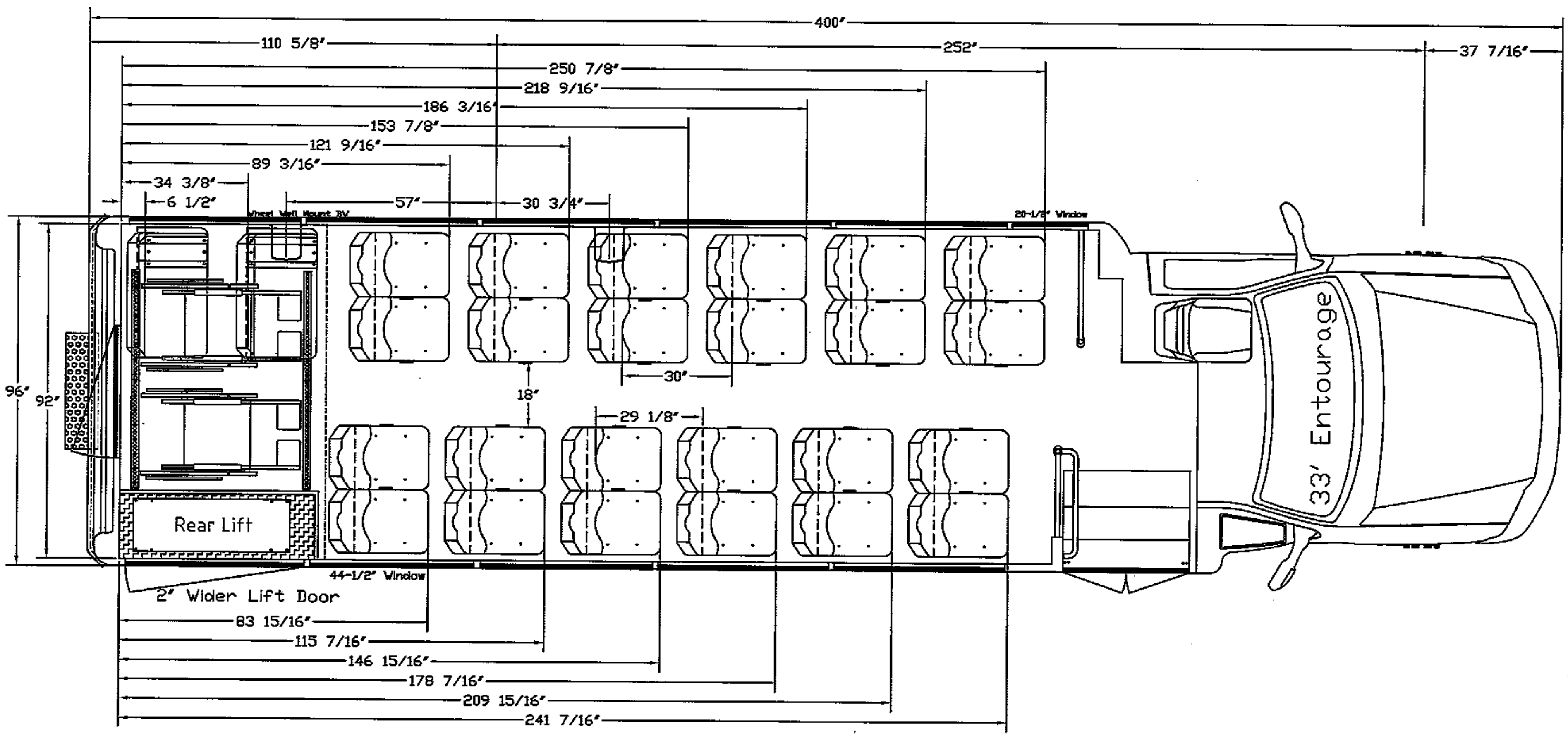
29 Passengers - No Lift



Drawn By: D Buell	Options: Sliding Luggage Wall					Seating:	Freedman		
						Seat Style:	Hi Back Rec		
Date: Sept. 13, 2010	W/C Lift	W/C Pos	Ent Door	Foldaway	Handi-Flip	5-Place	DBL	Single	Ambulatory
	None	0	40"	0	0	1	12	0	29
GLAVAL BUS Buses for the new millenium	33' Entourage								Wheel Base 252"
	UNIT: 11982-11983						Drawing ID No. E33NLWL29G01		

U \DWG\Bus Group Informat on\Draw ngs\Un t Pr nt Packages\11900\11982 11983 dwg, Mode , 9/15/2010 4 00 03 PM, dbue

28 PASS OR 24 PASS & 2 W/C



Drawn By:	Options: Cargo Net w/ Rear Door								Seating:			
Date:									Style: Hi Back Rec			
Scale:	W/C Lift	W/C Pos	Ent Door	Foldaway	Handi-Flip	5-Place	DBL	Single	Ambulatory
	Rear	2	30"	2 BV	0	0	12	0	24

GLAVAL BUS
Division of Forest River Inc.

33' Entourage

Wheel Base 252"

DIN # E33RLWL24F18

Dealer Approval:

U:\DWG\Bus Group Information\WEB FLOOR PLANS\COMPLETE\Entourage\E33RLWL24F18.dwg, 1/21/2011 9:15:47 AM, nstasiak

CONTRACT EXTENSION
Alliance Bus Group, Inc.
PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED
VEHICLES WITH ACCESSORIES AND ATTACHMENTS

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the extension option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services, State Purchasing Division
Contractor's Full Legal Name:	Alliance Bus Group, Inc.
Contract No.:	999990SPD-I20100810-0009
Solicitation No./Event ID:	NJPA RFP# 022209
Solicitation Title/Event Name:	PUBLIC MASS TRANSIT AND TRANSPORTATION RELATED VEHICLES WITH ACCESSORIES AND ATTACHMENTS,
Contract Award Date:	5/27/2010
Current Contract Term:	5/27/2014-5/27/2015

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** This contract is herby extended through the date of implementation of a new Mass Transit Contract contract or February 27, 2016, whichever date is earlier. DOAS shall provide written notice to Alliance Bus Group, Inc. of the implementation date of a new Mass Transit contract at least two weeks prior to such implementation date or as otherwise mutually agreed to in writing by the parties.The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/27/2015
End Date of New Contract Term:	02/27/2016

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Alliance Bus Group, Inc.
Authorized Signature:	J. Doug Dunn
Printed Name and Tile of Person Signing:	J. Doug Dunn
Date:	May 13, 2015
Company Address:	1926 Hyannis Court College Park, GA 30337

STATE ENTITY

Authorized Signature:	
Printed Name and Tile of Person Signing:	LESLIE LOWE, DEPUTY COMMISSIONER, PURCHASING
Date:	5/14/2015
Company Address:	200 PIEDMONT AVE, STE 1308, WT ATLANTA, GA 30281

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Tom Patton, Police Captain
Meeting Date: September 8, 2015

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

II. RECOMMENDATION:

Approve acquisition of 150 replacement Taser conducted electronic weapons, associated equipment (e.g. batteries, holsters, cartridges, etc.), and extended warranty through Taser International at a cost of $234,740.75.

Adopt the attached Resolution authorizing the Mayor to execute a master lease agreement, and all associated documents, with SunTrust Bank for the purposes of financing the Taser replacements.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: $48,945.47 ANNUAL CAPITAL LEASE PAYMENT ($234,740.75 CAPITAL LEASE FINANCING).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Capital Lease (Principal; DEA Fund) 21031100-581200-C1617	$48,347.08
Capital Lease (Interest; DEA Fund) 21031100-582200-C1617	$598.39

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Capital Lease Proceeds 30131150-393500-C1617	$234,740.75
N/A	$0.00

IV. REPORT IN BRIEF:

Public Safety's use of Tasers has and will continue to reduce higher use-of-force incidents resulting in fewer injuries to officers and suspects and fewer uses-of-force related complaints. The Tasers presently in service are more than five years old and worn out. The current model is no longer in production, replacement parts are scarce, and the software is no longer supported. This request is for the replacement of 150 Tasers and associated equipment (e.g. batteries, holsters, cartridges, etc.).

Taser International, Inc. is the City's approved single source provider of conducted electronic weapons and associated equipment. The Public Safety Department evaluated pricing from recent Taser purchases by Gwinnett and DeKalb Counties and the City of Columbus and found it to be competitive with the pricing extended to Alpharetta.

Capital Lease Program

The Finance Department solicited quotes for the Taser replacements financing from three financial institutions and obtained the following results: SunTrust (2.00%); Georgia Municipal Association through BB&T (2.42%); and Taser International (2.50%). SunTrust provided the most competitive interest rate and is the recommended partner for this transaction. Transaction Terms include:

- Loan amount: $234,740.75
- 5-year term (matches Taser useful life);
- 2.00% fixed interest rate;
- $48,945.74 annual payment.

The Public Safety Department has sufficient appropriations programmed within the FY 2016 DEA Fund Budget to fund the annual lease payment. Approval of this capital lease provides the funding plan to ensure Taser replacements are built into the annual operating budget. This 5-year capital lease program (1) ensures highly functional equipment to aid the Department in meeting its service needs to our citizens and (2) eliminates periodic impacts to the capital budget.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Taser Quote, SunTrust Lease Documents, Resolution

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 999-6155

Tom Patton
(678) 297-6346
(678) 297-6311
tpatton@alpharetta.ga.us

Quotation

Quote: Q-24610-3
Date: 7/15/2015 10:35 AM
Quote Expiration: 9/30/2015

Bill To:
Alpharetta Dept. Of Public Safety - GA
2565 Old Milton Pkwy.
Alpharetta, GA 30009
US

Ship To:
Tom Patton
Alpharetta Dept. Of Public Safety - GA
2565 OLD MILTON PKWY.
ALPHARETTA, GA 30004
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Julian Brown	(404) 771-5005	jbrown@taser.com	Fedex - Ground	Net 30

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
160	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	54.50	USD 8,720.00	USD 0.00	USD 8,720.00
10	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	65.85	USD 658.50	USD 0.00	USD 658.50
140	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	65.85	USD 9,219.00	USD 0.00	USD 9,219.00
600	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	31.50	USD 18,900.00	USD 0.00	USD 18,900.00
300	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	30.60	USD 9,180.00	USD 0.00	USD 9,180.00
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	164.75	USD 329.50	USD 0.00	USD 329.50
150	22003	HANDLE, YELLOW, CLASS III, X2	1029.95	USD 154,492.50	USD 0.00	USD 154,492.50
					Hardware Total Before Discounts:	USD 201,499.50
					Hardware Net Amount Due:	USD 201,499.50

Extended Warranties

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
150	22014	WARRANTY, 4 YEAR, X2	318.25	USD 47,737.50	USD 15,000.00	USD 32,737.50
					Extended Warranties Total Before Discounts:	USD 47,737.50
					Extended Warranties Net Amount Due:	USD 32,737.50

Subtotal	USD 234,237.00
Estimated Shipping & Handling Cost	USD 503.75
Grand Total	USD 234,740.75

$100/weapon discount honored until 9/30/15. Standard Issue Grant

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/serviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/professional-services-agreement. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at https://www.taser.com/integrationstatementofwork14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: ______________________________ **Date:** ______________________________

Name (Print): ______________________________ **Title:** ______________________________

PO# (if needed): ______________________________

Please sign and email to Julian Brown at jbrown@taser.com or fax to (480) 999-6155

THANK YOU FOR YOUR BUSINESS!

SUNTRUST

SENT VIA EMAIL
tharris@alpharett.ga.us

August 20, 2015

City of Alpharetta, GA
Attn: Thomas G. Harris
2 Park Plaza
Alpharetta, GA 30009

Re: Equipment Schedule No. 09825-001

Dear Mr. Harris:

Enclosed you will find the following documentation with regards to financing equipment for your review and execution:

Master Documentation:

- Master Lease Agreement 09825

Schedule Documentation:

- Exhibit A-Equipment Schedule No. 01
- Acceptance Certificate
- Payment Schedule
- Exhibit B-1-Tax Agreement and Arbitrage Certificate
- Exhibit C-1-Resolution of Governing Body
- Exhibit D-Incumbency Certificate
- Exhibit E-Opinion of Counsel Letter- **Dated September 15, 2015**
- Exhibit F – Escrow Agreement with its Schedule A;
- Exhibit G-1- Confirmation of Outside Insurance-**The top needs to be fully completed even if you are self-insured**
- Exhibit G-2-Questionnaire for Self-Insurance to Lease and Addendum-**The questionnaire needs to be completed for closing**
- Form 8038-G
- Payment Authorization

In order to avoid any potential Rate increase, please return the enclosed executed documents via priority express delivery service (ex. Fed Ex or UPS), for my receipt on or before the morning of **Tuesday, September 14, 2015** as follows:

Patrece Donadelle 404-813-4316
SunTrust Equipment Finance & Leasing Corp.
303 Peachtree St., 25th Fl.
Atlanta, GA 30326

If you should have any questions or comments, please call me directly at 404-813-4316 or via email at patrece.donadelle@suntrust.com.

Sincerely,

Patrece Donadelle
Officer

INDEX TO LEGAL DOCUMENTS

BANK-QUALIFIED ESCROW

http://apps.irs.gov/app/picklist/list/formsPublications.html;jsessionid=oe6S1Sxh2WJLCum-hAK0OQ__?value=8038-G&criteria=formNumber

MASTER LEASE AGREEMENT

LEASE NUMBER 09825

This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of September 15, 2015 is made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation, as lessor ("Lessor"), and **CITY OF ALPHARETTA, GA**, a political subdivision of the State of GA as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account established by Lessor and Lessee with Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means **SUNTRUST BANK**, a Georgia banking corporation, and any successor escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit F hereto, to be executed by Lessor, Lessee and Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

Exhibit A:	Equipment Schedule including form of Acceptance Certificate and form of Payment Schedule.
Exhibit B:	Form of Tax Agreement and Arbitrage Certificate (Escrow).
Exhibit C:	Form of Resolution of the Governing Body of Lessee relating to each Lease (Escrow).
Exhibit D:	Form of Incumbency Certificate as to each officer or representative of Lessee executing this Agreement or any Lease.
Exhibit E:	Form of Opinion of Counsel to Lessee.
Exhibit F:	Form of Escrow Agreement.
Exhibit G-1:	Form of Confirmation of Outside Insurance.
Exhibit G-2:	Form of Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee. The decision whether Lessor enters into any Lease shall be solely within Lessor's discretion.

Section 2.2. Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) a completed Acceptance Certificate in the form included with Exhibit A hereto executed by Lessee; (c) a certified copy of a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit B attached hereto executed by an authorized official of Lessee; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group in form and substance satisfactory to Lessor, and/or if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a fully completed and executed Form 8038-G or 8038-GC, as applicable; (i) an opinion of counsel to Lessee substantially in the form of Exhibit E hereto, (j) evidence of payment and performance bonds required by the Equipment Schedule, if applicable, and (k) any other documents or items reasonably required by Lessor. In addition, any such disbursement by Lessor shall be subject to (a) no Event of Default having occurred and (b) no material adverse change in Lessee's business, assets, operations, financial condition or results of operations.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit F; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee which shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.5.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation with respect to a Lease, the Lease shall terminate, in whole, but not in part, as to all Equipment subject to the Lease, effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any unpaid Rental Payments and other amounts which are due under the Lease at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of any Lease as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3.

Section 3.3. Effect of Termination. Upon termination of any Lease as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due under such Lease in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3 with respect to the Equipment subject to the Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if the Lease had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required under Section 12.3.

Section 3.4. Non-substitution. Intentionally Omitted.

Section 3.5. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule in Exhibit A. A portion of each Rental Payment is paid as Interest as specified in the Payment Schedule of each Lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule in Exhibit A. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

Section 4.4. <u>Rental Payment Adjustment</u>. If, during the Lease Term for any Lease, the federal corporate income tax rate decreases (whether or not Lessor is actually taxed at the maximum marginal statutory rate) or the federal tax laws are changed to reduce or cap the benefit of the tax exemption for Interest on the Lease (whether or not Lessor is actually subject to such reduction or cap), the annual Interest rate on each Lease shall be adjusted as follows: (a) the Interest rate shall be divided by 0.65, (b) the resulting quotient shall be multiplied by the difference between 1.0 and the actual new maximum federal corporate income tax rate or the effective maximum federal corporate income tax rate after giving effect to any reduction or cap on the benefit of the tax exemption, as applicable, and (c) the resulting amount shall be the new Interest rate for such Lease. Such increase in the Interest rate shall take effect on the effective date of the change in federal tax laws, and shall be applicable to all Leases then in effect. For the fiscal year of Lessee in which the effective date of the change in federal tax law falls, the increased Interest accruing shall be due and payable on the first Rental Payment date in the fiscal year of Lessee following the fiscal year in which the effective date of the change in federal tax law falls. Appropriation of said increased Interest shall be subject to Section 3.2 and failure to appropriate such increased Interest shall result in a termination of the Lease under Section 3.3. Upon an increase in the Interest rate under this Section, Lessor shall provide to Lessee a revised Payment Schedule for each Lease reflecting the increased Interest rate.

ARTICLE V. OPTION TO PREPAY

<u>Section 5.1. Option to Prepay</u>. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date for the then applicable Prepayment Price (which shall include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

<u>Section 5.2. Exercise of Option</u>. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

Section 5.3. <u>Release of Lessor's Interest</u>. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

<u>Section 6.1. Representations and Warranties of Lessee</u>. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

(a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.

(b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.

(d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.

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

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee will only use the Equipment for the purpose of performing Lessee's essential governmental functions.

(f) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements within 180 days each Fiscal Year end; (ii) its annual budget for the succeeding Fiscal Year when approved but not later than 45 days prior to its current Fiscal Year end; and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and each Lease as may be reasonably requested by Lessor from time to time.

(h) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *General*. Lessee agrees that it will not take or fail to take any action that would cause the Interest portion of Rental Payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) *Incorporation of Tax Agreement and Arbitrage Certificate*. As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. Each such Tax Agreement and Arbitrage Certificate is incorporated herein and made a part of this Agreement.

(c) *Event of Taxability*. If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than $1,000,000 per occurrence unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies*. All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and its assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance*. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance*. Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit G-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance in the form of Exhibit G-2 attached hereto, as applicable.

Section 7.4. Risk of Loss. To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to indemnify Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, and otherwise satisfactory to Lessor, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee' obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. In order to secure Lessee's payment of all Rental Payments and the performance of all other obligations hereunder, Lessee hereby grants to Lessor a continuing, first priority security interest in and to (a) the Equipment, all repairs, replacements, substitutions and modifications thereto; (b) in all moneys and investments in the Escrow Account (if any); and (c) all proceeds of the foregoing. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first lien and perfected security interest. Upon Lessor's request, Lessee shall obtain, at Lessee's expense, a waiver of any interest in the Equipment from any landlord, mortgagee or any other party holding an interest in the real property on which the Equipment is or will be located. Upon Lessor's request, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment Group.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under a Lease:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under the Lease within ten (10) days following the due date thereof (other than by reason of Non-Appropriation).

(b) Lessee's failure to maintain insurance as required by Article VII.

(c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant with respect to the Lease for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.

(d) Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to the Lease was untrue in any material respect as the Lease Date of the applicable Equipment Schedule.

(e) The occurrence of an Event of Taxability with respect to the Lease.

(f) The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. Upon the occurrence of any Event of Default with respect to a Lease, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating the Lease, may declare all Rental Payments under the Lease to the end of the then-current Fiscal Year to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(b) Lessor may terminate the Lease, and may repossess any or all of the Equipment subject to the Lease by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages resulting from such repossession. Notwithstanding Lessor's repossession of the Equipment, Lessee shall continue to be responsible for the payment of Rental Payments and all other amounts payable hereunder during the then-current Fiscal Year.

(c) If Lessor terminates the Lease and, in its discretion, takes possession and disposes of any or all of the Equipment subject to the Lease, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Price of the Equipment Group; and (v) the balance of any Rental Payments owed by Lessee under the Lease during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee.

(d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.3. Return of Equipment: Release of Lessee's Interest. Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. This Section is only applicable to the extent it does not affect the validity of this Agreement.

Section 12.5 No Remedy Exclusive. Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Waiver of Jury Trial. Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 13.11. USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessor in accordance with the Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF MASTER LEASE AGREEMENT

LEASE NUMBER 09825

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

CITY OF ALPHARETTA, GA,
Lessee

By:___________________________________
Name: David Belle Isle_________________
Title: Mayor________________________

Address: 2 Park Plaza
Alpharetta, GA 30009

Telephone: 678-297-6096
Facsimile: 678-297-6093
E-mail address: tharris@alpharetta.ga.us

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By:___________________________________
Name: ______________________________
Title: ________________________________

Address: 3333 Peachtree Road, NE, 3rd Floor
Atlanta, GA 30326

Telephone: 404-813-4316

EXHIBIT A

EQUIPMENT SCHEDULE NO. 01
TO LEASE NO. 09825

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as September 15, 2015 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms as of the Lease Date (as defined below) each of its representations, warranties and covenants contained in the Agreement. The Lease Date for this Equipment Schedule is September 15, 2015 (the "Lease Date"). Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement as of the Lease Date. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is $**234,740.75** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

Police Taser Replacements

The Equipment Group is essential to the governmental functions of Lessee. The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

2 Park Plaza, Alpharetta, GA 30009

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Lessor has caused this Equipment Schedule No. 01 to Lease No. 09825 to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Equipment Schedule to be executed in its name by its duly authorized officer.

CITY OF ALPHARETTA, GA,
Lessee

By:___________________________________
Name: David Belle Isle_________________
Title: Mayor________________________

Address: 2 Park Plaza
Alpharetta, GA 30009

Telephone: 678-297-6096
Facsimile: 678-297-6093
E-mail address: tharris@alpharetta.ga.us

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By:___________________________________
Name: ______________________________
Title: ________________________________

Address: 3333 Peachtree Road, NE, 3rd Floor
Atlanta, GA 30326

Telephone: 404-813-4316

EXHIBIT A
(Energy Performance Equipment)

EQUIPMENT SCHEDULE NO. 01
TO LEASE NO. 09825

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as September 15, 2015 (the “Agreement”) between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms as of the Lease Date (as defined below) each of its representations, warranties and covenants contained in the Agreement. The Lease Date for this Equipment Schedule is September 15, 2015 (the “Lease Date”). Lessee warrants that no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement as of the Lease Date. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

1. The cost of the Equipment Group to be funded by Lessee under this Lease is **$234,740.75** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

2. The Equipment Group is essential to the governmental functions of Lessee. Lessee is the fee owner of the real property where the Equipment will be located and there exists no mortgage, pledge, lien, security interest, or other encumbrance of any nature on or with respect to such real property. The Equipment Group is or will be located at the following address(es).

2 Park Plaza, Alpharetta, GA 30009

3. Lessee, at its own expense shall procure payment and performance bonds from its Vendor(s) executed by a surety company authorized to do business in the State in a sum equal to the entire amount to become payable under the contract with such Vendor. Each such bond was or will be conditioned on the completion of the work in accordance with the Specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor and its successor and assigns as co-obligees on each such bond.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Lessor has caused this Equipment Schedule No. 01 to Lease No. 09825 to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Equipment Schedule to be executed in its name by its duly authorized officer.

CITY OF ALPHARETTA, GA,
Lessee

By:_________________________________
Name: David Belle Isle_________________
Title: Mayor________________________

Address: 2 Park Plaza
Alpharetta, GA 30009

Telephone: 678-297-6096
Facsimile: 678-297-6093
E-mail address: tharris@alpharetta.ga.us

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By:_________________________________
Name: _____________________________
Title: _______________________________

Address: 3333 Peachtree Road, NE, 3rd Floor
Atlanta, GA 30326

Telephone: 404-813-4316

Lease No.: 09825
Equipment Schedule: 01

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

Police Taser Replacements

2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

______ 6. **Final Acceptance Certificate**. This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

CITY OF ALPHARETTA, GA,
Lessee

By:_______________________________
Name: David Belle Isle
Title: Mayor
Date:_______________________________

Lease Number: 09825
Equipment Schedule: 01

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be September 15, 2015 The annual Interest rate applicable to the Equipment Group shall be 2.00%. The amounts of the interest component of Rental Payments payable under this Equipment Schedule have been calculated based on the assumption that the proceeds of this Equipment Schedule were disbursed on the Funding Date and such payments of interest component will be payable as set forth in this Payment Schedule regardless of when the proceeds of this Equipment Schedule were actually disbursed. The first Rental Payment is due on September 15, 2015 and subsequent payments are due annually as set forth below.

Payment Date	Total Payment	Principal Component	Interest Component	Prepayment Price
9/15/2015	**-**	**-**	**-**	**234,740.75**
11/1/2015	**48,945.47**	**48,347.08**	**598.39**	**188,257.61**
11/1/2016	**48,945.47**	**45,226.91**	**3,718.56**	**142,578.43**
11/1/2017	**48,945.47**	**46,129.19**	**2,816.28**	**95,987.95**
11/1/2018	**48,945.47**	**47,049.47**	**1,896.00**	**48,457.99**
11/1/2019	**48,945.47**	**47,988.11**	**957.36**	**-**
total	**244,727.35**	**234,740.75**	**9,986.60**	

CITY OF ALPHARETTA, GA,
Lessee

By:________________________________
Name: David Belle Isle
Title: Mayor
Date:_________________________

* After payment of Rental Payment due on such date.

EXHIBIT B

[Escrow]

Lease Number: 09825
Equipment Schedule: 01

TAX AGREEMENT AND ARBITRAGE CERTIFICATE

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is executed and delivered as of the Lease Date (the "Lease Date") specified in the Equipment Schedule referenced above (the "Equipment Schedule") by **CITY OF ALPHARETTA, GA** ("Lessee") in favor of **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and its successors and assigns ("Lessor") in connection with that certain Master Lease Agreement dated as of September 15, 2015 (the "Agreement") and the Equipment Schedule, each by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Agreement and the Equipment Schedule (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **$234,740.75** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the Lease Date and held by **SUNTRUST BANK**, as escrow agent ("Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of the Lease Date (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than $100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than $10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than $10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held under the Escrow Agreement, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

<u>Section 3. Disbursement of Funds; Reimbursement to Lessee</u>.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

<u>Section 4. Use and Investment of Funds; Temporary Period</u>.

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the actual Lease date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code <u>unless</u>: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment by no later than 18 months from the actual Lease Date.

[(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed $5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.][1]

<u>Section 5. Escrow Account</u>.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

<u>Section 6. No Private Use; No Consumer Loan</u>.

[1] Not applicable to all transactions; see amount limitation.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Post-Issuance Compliance.

8.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

8.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; (b) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The offices within Lessee that are currently responsible for such monitoring are the administration and accounting departments.

Section 9. Miscellaneous.

9.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

9.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

9.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of the Lease Date.

CITY OF ALPHARETTA, GA,
Lessee

By:_______________________________

Name: David Belle Isle
Title: Mayor

EXHIBIT D

Lease No.: 09825
Equipment Schedule: 01

INCUMBENCY CERTIFICATE

I do hereby certify as of the Lease Date specified in the Equipment Schedule referenced above (the "Lease Date") that I am the duly elected or appointed and acting **City Attorney** of **CITY OF ALPHARETTA, GA**, a political subdivision duly organized and existing under the laws of the State of **GA** ("Lessee"), that I have custody of the records of such entity, and that the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify as of the Lease Date that (i) the officers of Lessee listed below have the authority on behalf of Lessee to execute and deliver the Master Lease Agreement dated as of **September 15, 2015** between SunTrust Equipment Finance & Leasing Corp. and Lessee, all Equipment Schedules thereunder and all other documents, agreements and certificates contemplated by the foregoing; and (ii) the signatures set opposite the respective names and titles of such officers are their true and authentic signature.

NAME	TITLE	SIGNATURE	PHONE NUMBER
David Belle isle	Mayor		678-297-6000
Robert Regus	City Administrator		678-297-6000
Thomas G. Harris	Finance Director		678-297-6096
Shawn Mitchell	Budget/Procurement Mgr		678-297-6016

IN WITNESS WHEREOF, I have duly executed this certificate as of the Lease Date.

By:_______________________
Name: Sam Thomas
Title: City Attorney

EXHIBIT E

[LETTERHEAD OF LESSEE'S COUNSEL]

[DATE OF LEASE]

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
3333 Peachtree Road, NE, 3rd Floor
Atlanta, GA 30326

Re: Master Lease Agreement dated as of September 15, 2015 (the "Agreement") by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** ("Lessor") and **CITY OF ALPHARETTA, GA** ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Equipment Schedule No. 01 executed pursuant thereto (the "Equipment Schedule," together with the Agreement, the "Lease") [and the Escrow Agreement dated as of the Lease Date specified in the Equipment Schedule between Lessor, Lessee and SunTrust Bank, as escrow Agent (the "Escrow Agreement," and together with the Lease, the "Financing Documents"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that as of the Lease Date specified in the Equipment Schedule:

1. Lessee is a political subdivision of the State of GA (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Lessee, and are legal, valid and binding obligations of Lessee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Lease, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. Resolution No. ________ of the governing body of Lessee was duly and validly adopted by such governing body on ____________, _____, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

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

Very truly yours,

(type name and title under signature)

EXHIBIT F

Lease No.: Shown on Schedule I
Equipment Schedule: Shown on Schedule I

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the Date shown on Schedule I, by and among **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation ("Lessor"), the lessee named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I ("Lessee"), and **SUNTRUST BANK**, a Georgia banking corporation, as Escrow Agent ("Escrow Agent").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below or on Schedule I.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to the person entitled to such payment upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract herefore. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

"Equipment" means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

"Equipment Acquisition Fund" means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

"Escrow Agent Fee" has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

"Initial Deposit Amount" means the amount shown as the Initial Deposit Amount on Schedule I.

"Lease" means the Master Lease, together with the Equipment Schedule identified on Schedule I, by and between Lessee and Lessor, and any duly authorized and executed amendment or supplement thereto.

"Master Lease" means the Master Lease Agreement, dated as of the date shown on Schedule I, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment or supplement thereto.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. By signing this Escrow Agreement, Lessee acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee's funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however,* Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1. Equipment Acquisition Fund. Escrow Agent shall establish a special escrow account designated as the "Equipment Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: **SunTrust Bank, ABA# 061000104, Account# 9443001321, Account Name: Escrow Services Richmond, Beneficiary as shown on Schedule I, Attention: Matthew Ward.**

Section 3.3. Disbursements. Escrow Agent shall use the moneys in the Equipment Acquisition Fund from time to time to pay the Acquisition Cost of each item of Equipment, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee. Upon receipt of a Payment Request Form executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 3.2 or 12.2 thereof, Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

Section 3.6. Responsible Party. Lessee shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Lessor shall be responsible for any additional monies assessed to Lessee resulting from disbursements made from the Equipment Acquisition Fund.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof.

Section 4.2. Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund and any loss on such investments shall be charged to the Equipment Acquisition Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3. Disposition of Investments. Escrow Agent shall, without further direction from Lessor or Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee by any of Lessee's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Lessee.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Equipment Acquisition Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Equipment Acquisition Fund; or

2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Equipment Acquisition Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

The parties hereto jointly and severally agree that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Equipment Acquisition Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Equipment Acquisition Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and it officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Lessor shall be paid by Lessee the Escrow Agent Fee shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fees") from interest earnings from a deduction taken by Lessor and expressly authorized by Lessee at the time the Escrow Account is closed, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within 30 days following receipt by Lessee of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Investment Fees are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

Section 6.3. Security for Fees and Expenses. As security for all fees and expenses of Escrow Agent hereunder and any and all losses, claims, damages, liabilities and expenses incurred by Escrow Agent in connection with its acceptance of appointment hereunder or with the performance of its obligations under this Escrow Agreement and to secure the obligation of Lessee to indemnify Escrow Agent as set forth in Section 5.5, Escrow Agent is hereby granted a security interest in and a lien upon the Equipment Acquisition Fund, which security interest and lien shall be prior to all other security interests, liens or claims against the Equipment Acquisition Fund or any part thereof.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from it obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 8.11. No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Equipment Acquisition Fund.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

SUNTRUST BANK,
Escrow Agent

By: ________________________________
Name: ____________________________
Title: ___________________________

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By: ____
Name: ______________________________________
Title: _____________________________________

CITY OF ALPHARETTA, GA,
Lessee

By: ____
Name: David Belle Isle
Title: Mayor

[SEAL]

Schedule I Information to Complete Escrow Agreement
Exhibit A Payment Request Form

SCHEDULE I

INFORMATION TO COMPLETE ESCROW AGREEMENT

Lease Number:	09825
Equipment Schedule:	01
Date of Escrow Agreement:	September 15, 2015
Name of Lessee:	CITY OF ALPHARETTA, GA
Lessee's State / Commonwealth:	GA
Fees:	$250.00 (Escrow Agent) Investment Fees, if any, are more fully defined on the attached prospectus, if any Extension and other fees may be applicable if not disbursed by the Ending Date.
Initial Deposit Amount:	$234,740.75
Date of Master Lease Agreement:	September 15, 2015
Beneficiary Name for Fund:	CITY OF ALPHARETTA, GA
Ending Date:	September 15, 2019
Lessee's Address:	2 Park Plaza, Alpharetta, GA 30009

Attention:	CITY OF ALPHARETTA, GA
Lessee's Telephone:	678-297-6000
Lessee's Facsimile:	678-297-6063
Lessee's Taxpayer Identification Number:	58-6011454
Lessee's Authorized Representatives	David Belle Isle /Mayor [name/title] ________________________ [signature] ____________________ [name/title] ________________________ [signature]
Escrow Agent's Address:	SunTrust Bank 919 East Main Street, 7th Floor Richmond, VA 23219 Attention: Matt Ward
Escrow Agent's Telephone:	(804) 782-7182
Escrow Agent's Facsimile:	(804) 782-7855
Lessor's Address:	SUNTRUST EQUIPMENT FINANCE & LEASING CORP. 120 E. Baltimore Street, 23rd Floor Baltimore, MD 21202 Attention: Escrow Disbursement Coordinator
Lessor's Telephone:	(667) 210-5625
Lessor's Facsimile:	(667) 210-3847
Lessor's Taxpayer Identification Number:	26-125148

Lease Number: 09825
Equipment Schedule: 01

EXHIBIT A

PAYMENT REQUEST FORM NO. _________

SUNTRUST BANK, as Escrow Agent under an Escrow Agreement dated as of September 15, 2015 (the "Escrow Agreement") by and among Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor, and **CITY OF ALPHARETTA, GA**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee/Payment Instructions	**Amount**	**Equipment**

Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor, as defined in the Lease, in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.

2. The representations and warranties contained in the Lease are true and correct as of the date hereof.

3. No Non-Appropriation or Event of Default, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated:______________, ___________.

CITY OF ALPHARETTA, GA,
Lessee

By:_________________________________
Name: David Belle Isle_________________
Title: Mayor________________________

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By:_________________________________
Name: _____________________________
Title: _____________________________

EXHIBIT G-1

Lease No.: 09825
Equipment Schedule: 01

TO: Wells Fargo
3475 Piedmont Rd
Suite 800
Atlanta, GA 30305
Dan Bense
Phone# 770-850-0050 Fax# ____________

Gentlemen:

CITY OF ALPHARETTA, GA has entered into a Master Lease Agreement dated as of September 15, 2015with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above to issue:

a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP., and its successors and/or its assigns as Loss Payee**.

The Coverage Required is **$234,740.75**

b. Public Liability Insurance evidenced by a **Certificate of Insurance naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP., its successors and assigns and/or its assigns as Additional Insured**.

The following minimum coverage is required:

Liability:	$ 500,000.00 per person
Liability - Bodily Injury:	$1,000,000.00 aggregate
Liability - Property Damage:	$1,000,000.00 property damage liability

PROPERTY:

LOCATION:

Upon issuance of the coverage outlined above, please mail a certificate of insurance to SUNTRUST EQUIPMENT FINANCE & LEASING CORP., 211 Perimeter Parkway, Atlanta, GA 30349.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

CITY OF ALPHARETTA, GA,

By: __________________________
Name: David Belle Isle
Title: Mayor
Date:_________________________

EXHIBIT G-2

Lease Number: 09825
Equipment Schedule: 01

QUESTIONNAIRE FOR SELF-INSURANCE TO MASTER LEASE AGREEMENT

In connection with the Master Lease Agreement (the "Agreement"), dated as of [DATE], made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor ("Lessor"), and the lessee identified below, as Lessee ("Lessee"), Lessee warrants and represents to Lessor the following information as of the Lease Date specified in the Equipment Schedule referenced above (the "Lease Date") . The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. *Property Insurance.*

a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under Lessee's self-insurance program is $_______.

b. Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is $________.

2. *Liability Insurance.*

a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under Lessee's self-insurance program is $________.

b. Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is $5,000,000.00.

3A. *Self Insurance Fund.*

a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:
Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $________.

b. Amounts paid from Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is $________.

3B. *No Self Insurance Fund*.

a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

N/A

b. The limitations on the amounts payable for claims from the above sources are as follows:

N/A

4. *Authority*.

a. The following entity or officer has authority to authorize payment for claim: City of Alpharetta

b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)

If yes, to whom does the claimant have recourse? Insurance Carrier

5. *Certificates of Insurance*.

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

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer as of the Lease Date.

CITY OF ALPHARETTA, GA,
Lessee

By:______________________________
Name: David Belle Isle
Title: Mayor

Telephone: 678-297-6000
Facsimile: 678-297-6063

Attachment

ADDENDUM TO EQUIPMENT SCHEDULE NO. 01
TO MASTER LEASE AGREEMENT (LEASE NO. 09825)
RELATING TO SELF-INSURANCE

THIS ADDENDUM is made as of as of the Lease Date specified in the Equipment Schedule referenced above (the "Lease Date"), between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** ("Lessor") and **CITY OF ALPHARETTA, GA** ("Lessee").

Recitals

A. Lessor and Lessee have entered into a Master Lease Agreement dated as of September 15, 2015 (the "Agreement").

B. Lessee desires to lease equipment described in Equipment Schedule No. 01 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.

C. With respect to Equipment Schedule No. 01, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.

D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.

2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the Lease Date and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.

3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.

4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the Lease Date.

5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 01 through self-insurance.

6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 01 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the Lease Date.

CITY OF ALPHARETTA, GA,
Lessee

By:__________________________
Name: David Belle Isle
Title: Mayor

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

By:______________________________________
Name: _____________________________________
Title: _____________________________________

[PAGE TO BE REPLACED BY UCC FINANCING STATEMENT]

SCHEDULE A TO FINANCING STATEMENT OF
CITY OF ALPHARETTA, GA, AS DEBTOR, AND
SUNTRUST EQUIPMENT FINANCE & LEASING CORP., AS SECURED PARTY

Continuation of Collateral Description

The financing statement to which this Schedule A is attached covers the types of property described on the face of such financing statement and all of the Debtor's right, title and interest in and to (collectively, the "Collateral"):

Police Taser Replacements

(a) the equipment described in Equipment Schedule No. 01 dated as of September 15, 2015 (the "Equipment Schedule") to the Master Lease Agreement dated as of September 15, 2015 (the "Agreement," and together with the Equipment Schedule, the "Lease") between Debtor, as lessee, and Secured Party, as lessor, as such Lease may be amended, modified or supplemented from time to time together with all of Debtor's right, title and interest in and to the Equipment Acquisition Fund established in Debtor's name at **SUNTRUST BANK** ("Escrow Agent") pursuant to the Escrow Agreement dated as of September 15, 2015 (the "Escrow Agreement") among Debtor, Secured Party and Escrow Agent;

(b) to the extent not included in the foregoing, all books, ledgers and records and all computer programs, tapes, discs, punch cards, data processing software, transaction files, master files and related property and rights (including computer and peripheral equipment) necessary or helpful in enforcing, identifying or establishing any item of Collateral; and

(c) to the extent not included in the foregoing, all repairs, replacements, substitutions and modifications and all proceeds and products of any or all of the foregoing, whether existing on the date hereof or arising hereafter.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

DISBURSEMENT AUTHORIZATION

September 15, 2015

SunTrust Equipment Finance & Leasing Corp.
3333 Peachtree Rd., 3rd Fl.
Atlanta, GA 30326

Gentlemen:

In connection with Equipment Schedule No. 06 to that certain Master Lease Agreement No. 09825 dated September 15, 2015 executed between SunTrust Equipment Finance & Leasing Corp. and the Lessee identified below, Lessee hereby directs SunTrust Equipment Finance & Leasing Corp. to wire transfer the monies as follows at closing:

Destination Information:

Bank Name	SunTrust Bank-Richmond
Bank ABA Number	061000104
Account Number	9443001321
Account Name	Escrow Services Richmond
Attention	Matt Ward 804-782-7182
Dollar Value	$234,740.75
Reference	City of Alpharetta, GA

Lessee warrants the funds are for deposit into the Proceeds Account. Moneys on deposit in the Proceeds Account shall be used solely for payment of the Equipment and for no other purpose.

CITY OF ALPHARETTA, GA,
Lessee

By: ______________________________
Name: David Belle Isle
Title: Mayor
Date: ______________________________

THE CITY OF ALPHARETTA, GEORGIA

<u>RESOLUTION OF GOVERNING BODY</u>

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of ____________, _____, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of CITY OF ALPHARETTA, GA ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 01 (the "Equipment Schedule") to the Master Lease Agreement (collectively, the "Lease"), between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. ["Lessor") and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with SUNTRUST BANK ("Escrow Agent") pursuant to an Escrow Agreement between Lessor, Lessee and Escrow Agent (the "Escrow Agreement") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment and the execution and delivery of the Lease and the Escrow Agreement; and

WHEREAS, Lessee proposes to enter into the Lease with SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and the Escrow Agreement with Lessor and Escrow Agent substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the "Financing Documents") in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Attorney of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately

The undersigned further certifies as of the Lease Date specified in the Equipment Schedule that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

SO RESOLVED this ______ day of September, 2015.

CITY OF ALPHARETTA, GEORGIA

By:_____________________________
David Belle Isle, Mayor

COUNCILMEMBERS

____

____

____

____

____

(SEAL)

Attest:

____
Coty Thigpen, City Clerk

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Tom Patton, Police Captain
Meeting Date: September 8, 2015

I. AGENDA ITEM TITLE: PUBLIC SAFETY VEHICLE PURCHASE

II. RECOMMENDATION:

Approve the following vehicle purchases:

- 9 Chevrolet Impala Police Patrol Vehicles from Hardy Chevrolet under state contract for $21,136.64 each or a total of $190,229.76
- 4 Ford Police Interceptor SUV's from Wade Ford under state contract for $27,983.00 each, or a total of $111,932.00.

  (The contract for both pursuit vehicles is #99999-SPD-ES40199409)
- 1 Ford Transit Van from Wade Ford under state contract at a cost of $39,777.00.

  (Contract #99999-SPD-ES40199373)

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $341,938.76

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fleet Replacement (30131150-542200-C1202)	$341,939.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

The Department maintains a fleet of sedans, SUV's, and light trucks selected for specific applications. Vehicles are kept in service for as long as they are mechanically safe and cost-effective to operate. For sedans and SUV's in patrol service, end-of-life is typically reached between 110,000 and 125,000 miles. The current request is for vehicles needed to replace units that are at or near this threshold.

The Chevrolet Impala PPV remains the Department's primary sedan, used for most Uniform Patrol and Traffic Enforcement applications. The Impala is the least expensive police sedan by a significant margin, has a larger interior and trunk than other sedans, and has been reasonably reliable.

Note: Model Year 2016 is the last year of production for the Impala, and General Motors has announced that orders will be cut off this fall. The Department intends to come back to Council before then with a recommendation for future purchases.

The Ford Police Interceptor SUV is the pursuit-rated version of the Explorer. The Department has purchased a few of these over the last two years for specialized applications. It is significantly roomier than any police sedan and has thus far proven versatile to equip and reliable on the road. With a V-6 engine, fuel costs are lower than other SUV's.

The Transit Van is a conventional vehicle to be used for transporting multiple personnel to event and incident scenes in lieu of individual vehicles, and by Police and Fire Explorers and volunteers for out-of-town events, training and competitions. The recommended vehicle has the same seating capacity as the van it will replace (15) but enough additional space for equipment to eliminate the use of additional vehicles currently needed on many occasions. In addition, the recommended van has safety features such as traction control, full vehicle length side air bags and individual lap-and-shoulder belts not found on the current model.

All of the recommended vehicles are replacements for existing vehicles that have reached the end of their safe and/or economic life.

V. ALTERNATIVES:

Multiple sedans and SUV's are available from GM, Ford and Dodge. The Department believes the recommended vehicles are the most suitable and cost-effective for the intended uses.

VI. ATTACHMENTS:

Impala Quote, Explorer Quote, Transit Van Quote, State Contract Price Listing

Hardy Chevrolet
2016 Chevrolet Impala
Steve Canup Fleet Manager

2016 Impala Police **Std. Equipment**: V6 · Auto · A/C · AM/FM/CD · Power windows ·locks · mirrors · Power drivers seat · cloth bucket seat w/ no console · vinyl rear seat · tilt steering wheel · cruise control			$ 20,701.00
Available options:	**place "x" if desired**		
9C3 Detective model: Cloth split bench front seat · cloth rear seat · carpet floor · full hub caps		N/C	$ -
Remote Vehicle Start		$174.00	$ -
Inoperable inside door handle & window & locks	x	$82.00	$ 82.00
Full size spare	x	$155.00	$ 155.00
Body side molding		$92.00	$ -
Carpet floor mats (requires 9C3 package)		$73.00	$ -
6 extra key fobs		$173.00	$ -
Vinyl floor covering (Carpet is std)	x	$82.00	$ 82.00
Spotlamp (non LED)		$260.00	$ -
Spotlamp LED	x	$584.00	$ 548.00
Flasher System Headlamp & Taillamp		$345.00	$ -
Heated Outside Mirrors		$53.00	$ -
Delivery		$150.00	$ -
Exterior Color:			
Black	x		
White			
Silver Ice			
Ashen Gray			
Total per unit			**$ 21,568.00**
Number of units	**9**		**9**
Total purchase order			**$ 194,112.00**

2% Early Pay Discount <3,882.24>

$ 190,229.76

scanup@bellsouth.net
phone 770-445-9411 x 205 fax 770-445-9659

GA Statewide Contract ES-RFR-40199-409

2016 Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.7L V6, CLOTH FRONT/VINYL REAR, POWER WINDOWS & LOCKS, PURSUIT RATED TIRES

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Lt. Dan Wade Phone (678) 385-3462 FAX (770) 433-2412 email: ltdwade@wade.com

	Code	Vehicle Options		Total		Code	Added Equipment		Total
	99T	3.5L V6 EcoBoost Engine	3,270.00	0.00		66A	Head Light Solution	805.00	0.00
	86L	Automatic Headlights	104.00	0.00		66B	Tail Light Solution	390.00	0.00
1	86P	Headlight Housing	112.00	112.00		66C	Rear Lighting Solution	418.00	0.00
1	86T	Taillight Housing	57.00	57.00		67G	Cargo Wiring Upfit Pkg	1,230.00	0.00
	51P	Spotlight Prep (1,2)	130.00	0.00		67H	Ready for Road Pkg	3,136.00	0.00
	51Y	Regular Spot Light (1,2)	199.00	0.00		67U	Ultimate Wiring Pkg	506.00	0.00
1	51T	LED Spot Light (1,2)	385.00	385.00	1	60A	Pre Wire Grille	145.00	145.00
1	43D	Dark Car	18.00	18.00		63L	Marker Lights	528.00	0.00
	17T	Red Cargo Dome Lamp	47.00	0.00		63B	Side Marker Lights	267.00	0.00
	65U	Interior Upgrade	358.00	0.00		21L	Front Aux Warn Light	506.00	0.00
	16C	Carpet w/ Mats	112.00	0.00		21W	Front Pocket Warn Light	587.00	0.00
	88F	2nd Row Cloth Seats	54.00	0.00		PW1	Speaker, 2 Grill LED, 4 Rear LED, 4 Corner Strobes, Brackets and Wiring, req 86P/86T	1,353.00	0.00
	87P	Power Passenger Seat	298.00	0.00					0.00
1	17A	Dual AC/Heat	560.00	560.00					0.00
	64E	Painted Aluminum Wheels	436.00	0.00					0.00
	65L	Full Wheel Covers	55.00	0.00					0.00
1	53M	SYNC Hands Free System	261.00	261.00					0.00
1	61*	Steering Wheel Switches	138.00	138.00			Patrol Ready w/ graphics		0.00
1	595	Keyless Remote	230.00	230.00			Slick Top Patrol		0.00
	59*	Keyed Alike (NA w/595)	47.00	0.00			Undercover / Detective		0.00
	19L	Lockable Gas Cap	18.00	0.00			K-9 Support Package		0.00
1	76R	Reverse Sensing	252.00	252.00			K9/Transport Dual Purpose		0.00
1	60R	Noise Suppression Bonds	88.00	88.00			Command Center Package		0.00
	549	Heated Mirrors	54.00	0.00					0.00
	55B	BLIS (Blind Spot Alert)	498.00	0.00	1	55D	Scuff Guards	90.00	90.00
1	63V	Cargo Storage Vault	216.00	216.00					0.00
	942	Daytime Running Lights	42.00	0.00					0.00
	68Z	Roof Rack	140.00	0.00					0.00
1	68G	Rear Door Handle/Lock Inop	32.00	32.00					0.00
	52P	Hidden Lock Plunger	145.00	0.00					0.00
1	18W	Rear Window Inop	24.00	24.00					0.00
	90D	Ballistic Door Panels (1,2)	1,455.00	0.00					0.00
	593	Perimeter Alarm	110.00	0.00					0.00
	91*	Two Tone Vinyl	740.00	0.00					0.00
	92G	Delete Privacy Glass	110.00	0.00					0.00
	41H	Engine Block Heater	83.00	0.00			VSO Paint Colors	750.00	0.00
				0.00					0.00
				0.00			**DELIVERY**		0.00

		PAINT COLORS			
	YZ	Oxford White	Royal Blue	LM	
1	G1	Black	Light Blue Metallic	LN	
	4650	Fire Engine Red (VSO)	Ultra Blue Metallic	MM	
	BU	Medium Brown Metallic	Blue Jeans Metallic	N1	
	E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	
	HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
	J1	Kodiac Brown Metallic	Ingot Silver Metallic	UX	
	JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
	KR	Norsea Blue Metallic	Dark Forest Green (VSO)	7606	
	LK	Dark Blue	Emerald Green (VSO)	7862	

Base Vehicle	**$25,375.00**
Total Chassis Options	**$2,373.00**
Total Body Options	**$235.00**
Delivery Zone	**$0.00**
Total	**$27,983.00**

Agency Contact __________

Phone __________

Agency __________

Address __________

GA Statewide Contract SPD 99999-SPD0000115
S13 Transit Wagon 15 Passenger DRW High Roof, Ext Length

X2Z, 148" WB, 3.7L V6, 301A pkg, High Roof, LWB-EL, Vinyl Seats, Front AC, Power Group, AM/FM, Sliding Side Doors

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 FAX (770) 433-2412 email: rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Body / Equipment	Price	Total
1	99G	3.5L V6 EcoBoost Engine	$1,798.00	$1,798.00				$0.00
	99V	3.2L I5 Diesel Engine	$5,215.00	$0.00				$0.00
1	302A	XLT Package Upgrade	$1,547.00	$1,547.00				$0.00
1	86N	All Weather Floor Mats	$55.00	$55.00				$0.00
	16E	Vinyl Floor Covering	$59.00	$0.00				$0.00
	X41	Optional Ratio 4.10 Axle	$39.00	$0.00				$0.00
1	X*L	Limited Slip Rear Axle	$283.00	$283.00				$0.00
	21L/M	Cloth Seats	$175.00	$0.00				$0.00
1	21E/F	Power Driver Seat	$457.00	$457.00				$0.00
	63C	HD Alternator 220Amp	$226.00	$0.00				$0.00
	63E	Dual HD Batteries	$257.00	$0.00				$0.00
	87E	Aux Fuse Panel (req 63C, 63E)	$234.00	$0.00				$0.00
	542	Power Heated Mirrors	$135.00	$0.00				$0.00
1	544	Trailer Tow Power Heated Mirrors	$192.00	$192.00				$0.00
1	43R	Reverse Sensing	$257.00	$257.00				$0.00
1	57N	Rear Window Defogger	$152.00	$152.00				$0.00
1	92E	Privacy Tinted Glass (req 57N)	$586.00	$586.00				$0.00
	57G	High Capacity Front/Rear Air	$764.00	$0.00				$0.00
	64H	Full Wheel Covers	$30.00	$0.00				$0.00
	60C	Cruise Control	$294.00	$0.00				$0.00
1	CRK	Running Boards	$625.00	$625.00				$0.00
1	86F	2 Extra Laser Cut Keys	$66.00	$66.00				$0.00
	942	Day Time Running Lights	$41.00	$0.00				$0.00
	67C	Upfitter Switches(4)	$75.00	$0.00				$0.00
1	53B	Trailer Tow/w Wiring	$422.00	$422.00				$0.00
1	67D	Trailer Brake Controller	$200.00	$200.00				$0.00
	41C	Lane Keeping Alert (req 60C)	$326.00	$0.00				$0.00
	18B	Auto Headlamps	$169.00	$0.00				$0.00
	52C	Remote Keyless Keypad	$129.00	$0.00				$0.00
	58V	AM/FM/CD	$282.00	$0.00				$0.00
1	58X	AM/FM/CD w/SYNC	$749.00	$749.00				$0.00
	584	AM/FM/SYNC/Navigation w/o CD	$1,736.00	$0.00				$0.00
	43B	Back Up Alarm	$127.00	$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
1	YZ	Oxford White
	G1	Shadow Black Metallic $152
	H5	Caribou Metallic $152
	J7	Magnetic Metallic $152
	KT	Lunar Sky Metallic $152
	N1	Blue Jeans Metallic $152
	UX	Ingot Silver Metallic $152
	W6	Green Gem Metallic $152

Delivery Region	
1 - 120.00	
2 - 120.00	
3 - 150.00	1
4 - 110.00	
5 - 120.00	
6 - 120.00	
7 - 145.00	
8 - 170.00	
9 - 170.00	
10 - 220.00	
11 - 200.00	
12 - 280.00	

Base Vehicle	**$32,238.00**
Total Chassis options	**$7,389.00**
Total Body options	**$0.00**
Delivery Zone	**$150.00**
Metallic Paint	**$0.00**
Total	**$39,777.00**

Agency Contact	
Phone	
Agency	
Address	

Police Pursuit Vehicles (See Delivery Pricing Below)

Line Item Number	Vehicle	Engine	Supplier	Vehicle Price	Early Pay Discount
1-PPV-CI	Chevrolet Impala PPV	3.6L V6	Hardy Chevrolet	$20,701.00	$20,286.98
			Steve Canup	2016	
			770-445-9411	scanup@bellsouth.net	
2-PPV-CC-8	Chevrolet Caprice PPV	6.0L V8	Hardy Chevrolet	$27,745.00	$27,190.10
			Steve Canup	2016	
			770-445-9411	scanup@bellsouth.net	
3-PPV-CC-6	Chevrolet Caprice PPV	3.6L V6	Hardy Chevrolet	$27,745.00	$27,190.10
			Steve Canup	2016	
			770-445-9411	scanup@bellsouth.net	
4-PPV-CT-8	Chevrolet Tahoe PPV	5.3L V8	Hardy Chevrolet	$33,936.00	$33,257.28
			Steve Canup	2016	
			770-445-9411	scanup@bellsouth.net	
5-PPV-DC-6	Dodge Charger	3.6L V6	Akin Ford/Dodge	$23.851.90	$23,136.34
			Roz Izenhour	2015	
			770-868-5271	RIcenhour@akinsonline.com	
6-PPV-DC-8	Dodge Charger	5.7L V8	Akin Ford/Dodge	$24,286.75	$23,558.15
			Roz Izenhour	2015	
			770-868-5271	RIcenhour@akinsonline.com	
7-PPV-FS-V6-FWD	Ford Pursuit Sedan	3.5L V6 FWD	Wade Ford	$21,089.00	NO EPD
			Jack Eastland	2015	
			678 385-3452	jeastland@wade.com	
8-PPV-FS-6-AWD	Ford Pursuit Sedan	3.5L V6 AWD	Wade Ford	$22,089.00	NO EPD
			Jack Eastland	2015	
			678 385-3452	jeastland@wade.com	
9-PPV-FS-6E-AWD	Ford Pursuit Sedan	3.5L V6 Eco Boost AWD	Wade Ford	$23,568.00	NO EPD
			Jack Eastland	2015	
			678 385-3452	jeastland@wade.com	
11-PPV-FU-6-AWD	Ford Pursuit Utility	3.7L V6 AWD	Wade Ford	$25,375.00	NO EPD
			Jack Eastland	2015	
			678 385-3452	jeastland@wade.com	

Wade Ford Delivery Pricing			
Region 1	$61.00	Region 7	$100.00
Region 2	$80.00	Region 8	$120.00
Region 3	$100.00	Region 9	$135.00
Region 4	$80.00	Region 10	$140.00
Region 5	$80.00	Region 11	$180.00
Region 6	$80.00	Region 12	$200.00

Hardy Chevrolet Delivery Pricing			
Region 1	$150.00	Region 7	$25.00
Region 2	$150.00	Region 8	$25.00
Region 3	$150.00	Region 9	$25.00
Region 4	$150.00	Region 10	$25.00
Region 5	$150.00	Region 11	$25.00
Region 6	$150.00	Region 12	$25.00

Akin Dodge Delivery Pricing			
Region 1	$50.00	Region 7	$50.00
Region 2	$50.00	Region 8	$50.00
Region 3	$50.00	Region 9	$50.00
Region 4	$50.00	Region 10	$50.00
Region 5	$0.00	Region 11	$50.00
Region 6	$50.00	Region 12	$50.00

State of Georgia PASSENGER VANS

Line #	Vehicle Description	Price	Supplier Contact Information
S10	Ford Transit T-150 PassengerWagon, 130 in, reg. WB, 8 pass., low height	$ 23,681.00	Wade Ford Jack Eastland 678-385-3452 jeastland@wade.com Contract #: 99999-SPD-ES40199373-0009
S11	Ford Transit T-150 Passenger Wagon, 130 in reg WB, 10 pass., low height	$ 24,179.00	Wade Ford Jack Eastland 678-385-3452 jeastland@wade.com Contract #: 99999-SPD-ES40199373-0009
S12	Ford Transit T-350 Passenger Wagon, 148 in long WB, 12 Pass., Low Height	$ 26,888.00	Wade Ford Jack Eastland 678-385-3452 jeastland@wade.com Contract #: 99999-SPD-ES40199373-0009
S12 O	Ford Transit T-350 Passenger Wagon, 148 in long WB, 15 Pass., Low Height (Option from S-12)	$ 27,713.00	Wade Ford Jack Eastland 678-385-3452 jeastland@wade.com Contract #: 99999-SPD-ES40199373-0009
S13	Ford Transit T-350 Passenger Wagon, 148 in long WB, w/ Ext. Body, 15 Pass., High Height	$ 32,238.00	Wade Ford Jack Eastland 678-385-3452 jeastland@wade.com Contract #: 99999-SPD-ES40199373-009S
S16	Chevrolet 2500 Passenger Van 6.6L 260hp 8 Passenger	$ 25,817.00	Langdale Chevrolet Kris Jesse 706-325-2776 kjesse740@aol.com Contract #: 99999-SPD-ES40199373-0007
S21	Chevrolet 3500 LS Passenger Van 6.6L 260hp, 15 Passenger (Option for 12 passenger)	$ 27,659.00	Hardy Chevrolet Steve Canup 770-445-9411 scanup@bellsouth.net Contract #: 99999-SPD-ES40199373-0005
S22	Chevrolet 3500 LS Extended Passenger Van 6.6L 260hp, 15 Pass.	$ 28,913.00	Langdale Chevrolet Kris Jesse 706-325-2776 kjesse740@aol.com Contract #: 99999-SPD-ES40199373-0007
S23	Dodge Caravan Passenger Van, 3.6-Liter	$ 21,478.00	Akin Ford Roz Icenhour 770-868-5271 ricenhour@akinsonline.com Contract #: 99999-SPD-ES40199373-0001

All Options are at Dealer Invoice Cost Plus 1 %