



CITY COUNCIL MEETING & PUBLIC HEARING OCTOBER 7, 2024

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Proclamation: Arts and Humanities Month**
 - B. **Proclamation: Alpharetta High School Model United Nations Team**
 - C. **Proclamation: The North Park Pretenders Drama Club**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 9/30/2024)**
Consideration of approval of the City Council meeting minutes from the meeting of September 30, 2024.
 - B. **Financial Management Report (Month Ending August 31, 2024)**
Consideration of approval of the Financial Management Report for the month ending August 31, 2024.
6. **PUBLIC HEARING**
 - A. **Resolution: Authorizing the Use of Eminent Domain for Parcel 01 of the Encore Greenway Park and Gateway Project**
Consideration of adoption of a resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain party located at 7000 North Point Parkway, Alpharetta, GA 30022 (Tax Parcel 12 261006870292) for right of way, permanent easement, and temporary easement for proposed Encore Greenway Park and Gateway Project and with authorization for the Mayor to execute all necessary documents.
7. **NEW BUSINESS**
 - A. **Premises Use Agreement: Wire & Wood 2024**
Consideration of approval of the premises usage agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., located at 59 North Main Street, permitting the use of parking lot for Wire & Wood 2024.
 - B. **Purchase Approval: Annual Workstation Equipment Replacement**
Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of \$215,000.00.
8. **PUBLIC COMMENT**
9. **REPORTS**
10. **EXECUTIVE SESSION (IF NECESSARY)**
11. **ADJOURNMENT**



**A PROCLAMATION
BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
“National Arts and Humanities Month”**

- WHEREAS:** The month of October has been recognized as National Arts and Humanities Month by thousands of arts and cultural organizations, communities, and states across the country, and by the White House and Congress; and
- WHEREAS:** The arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind; and
- WHEREAS:** The arts and humanities enhance and enrich the lives of every American and play a unique and intrinsically valuable role in the lives of our families, our communities, and our country; and
- WHEREAS:** The arts and humanities contribute towards cross-cultural understanding and enhance the quality of life; and
- WHEREAS:** Studies show that arts and humanities serve as economic engines for many communities throughout the country; and
- WHEREAS:** The artistic community enhances culture and embraces creativity in music, dance, theater, literature, design, media, and visual arts; and
- WHEREAS:** The nonprofit and for-profit arts and humanities industries work to promote, protect, and support the growth of culture and heritage within the City of Alpharetta; and
- WHEREAS:** The arts and humanities influence every aspect of our community in Alpharetta by improving our economy, enriching our civics, driving tourism, enhancing the quality of life, and exerting a positive influence on our children’s education.
- NOW THEREFORE:** We, the Mayor and Council of the City of Alpharetta, Georgia, do hereby declare October 2024 as Arts and Humanities Month. We encourage all members of the community to celebrate, promote, support, and participate in the arts and culture throughout Alpharetta.
- SO PROCLAIMED:** This 7th day of October 2024, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



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

“Alpharetta High School Model United Nations”

- WHEREAS:** The Alpharetta High School Model United Nations Team, founded in 2022 by students Vishesh Jain and Akshat Anand, was created to create community between students who share a passion for global diplomacy, international relations, and public speaking. What began as a small group of students has evolved into a student organization with over 60 team members; and
- WHEREAS:** The team’s mission is to provide students with an understanding of international relations and global governance and to build confident leaders who can collaborate across cultures and communicate respectfully about global challenges; and
- WHEREAS:** The team recently represented both Alpharetta High School and the City of Alpharetta by earning two state awards, one of which includes the Outstanding Delegation Award at the 2024 Kennesaw State University High School Model United Nations Conference, where over 110 teams were represented from the Southeastern United States; and
- WHEREAS:** The club has made an impact on Alpharetta’s youth by launching the “Global Leaders of Tomorrow” program, which was designed to engage students from Webb Bridge Middle School. Through this program, members work directly with younger students to teach them the basics of Robert’s Rules of Order and how to run mock committees, while promoting and fostering their interest in international relations and diplomacy.
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta do hereby recognize and appreciate the efforts and accolades of the Alpharetta High School Model United Nations team.
- SO PROCLAIMED:** This 7th day of October 2024, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta



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

“North Park Pretenders Drama Club”

- WHEREAS:** The North Park Pretenders Drama Club started in 2017, when a group from the Alpharetta Adult Activity Center came together to produce theatrical performances. The group comedically adopted the name “North Park Pretenders,” because they jokingly said that they were “pretending to be actors”; and
- WHEREAS:** Their performances are designed to create a sense of community among seniors. The club meets weekly and there is no age limit to participate; they have participants between age 55 and 91. Their objective is to encourage seniors to discover their hidden talents and be the best that they can be. Additionally, seniors with physical disabilities or limitations are encouraged to participate and accommodations are made; and
- WHEREAS:** There is a way for everyone to participate, regardless of skill or experience – members write the sketches, create the costumes and props and handle publicity; and
- WHEREAS:** Over the past 7 years the North Park Pretenders have presented over 100 comedy sketches to audiences including at luncheons, shows, holiday events and at senior living facilities; and
- WHEREAS:** Recently, the North Park Pretenders won 1st place at the 2024 Georgia Recreation & Park Association Senior Talent Show; and
- WHEREAS:** On October 10th and 11th, 2024, the North Park Pretenders Drama Club will present a hilarious Halloween show where the audience can join in Halloween songs and even do the “Monster Mash”. Pumpkins, witches, vampires, werewolves, and the real housewives of Transylvania will appear in short plays.
- NOW THEREFORE:** We, the Mayor and Council of the City of Alpharetta, Georgia, do hereby congratulate the members of the North Park Pretenders Drama Club and encourage the community to support them by attending one of their shows in the future.
- SO PROCLAIMED:** This 7th day of October 2024, by the Mayor and City Council of the City of Alpharetta, Georgia.

Jim Gilvin
Mayor of the City of Alpharetta

Lauren Shapiro
City Clerk for the City of Alpharetta
Page 4 of 120



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: October 7, 2024

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 9/30/2024)

Consideration of approval of the City Council meeting minutes from the meeting of September 30, 2024.

STAFF RECOMMENDATION:

Approve, as part of the consent agenda, the minutes from the September 30, 2024 City Council Meeting at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on September 30, 2024 at 6:30 pm.

ALTERNATIVES:

Do not approve the City Council Meeting minutes as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 9.30.2024



City Council Meeting & Public Hearing
SEPTEMBER 30, 2024
UNOFFICIAL MINUTES
Office of the City Clerk

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

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Brian Will
- Donald F. Mitchell
- Fergal M. Brady
- Douglas J. DeRito

• Absent

- John Hipes

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- James Drinkard, Assistant City Administrator
- Adam Montgomery, Director of Information Technology
- Brooke Lappin, Director of Courts
- Cris Randall, Director of Human Resources
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community & Economic Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Arts Services

- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Deanna McKay, Public Communication and Engagement Coordinator

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: James Drinkard

- Mayor Gilvin presented a proclamation to Assistant City Administrator, James Drinkard, for his service to the City of Alpharetta and to celebrate his upcoming retirement.

5. CONSENT AGENDA

A. City Council Meeting Minutes (Meeting of 9/9/2024)

Consideration of approval of the City Council meeting minutes from the meeting of September 9, 2024.

B. Financial Management Report (Month Ending July 31, 2024)

Consideration of approval of the Financial Management Report for the month ending July 31, 2024.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC HEARING

A. CLUP-24-04/MP-24-07/Z-24-12 Epic Design & Build Upper Hembree Townhomes

This item was withdrawn without prejudice by the Applicant prior to the Monday, October 21, 2024 City Council meeting. This item will not be heard, discussed, or considered during this meeting.

Consideration of a comprehensive land use plan amendment, master plan amendment, and rezoning to allow 8 'For-Sale' townhome units on 1.127 acres. A master plan amendment is requested to the George Oswald Jr. Master Plan to add 'Dwelling, 'For-Sale', Attached' as a permitted use. A comprehensive land use plan amendment is requested from 'Professional Business Office' to 'High Density Residential' and a rezoning is requested from O-I (Office-Institutional) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached, Residential). The property is located at 0 Upper Hembree Road and is legally described as being located in Land Lot 550, 1st District, 2nd Section, Fulton County, Georgia.

B. Z-24-13 DRB Group/12265 Charlotte Drive

This item has been deferred by the Applicant to the Monday, October 21, 2024 City Council meeting. This item will not be heard, discussed, or considered during this meeting.

Consideration of a rezoning to allow for the construction of 42 'For-Sale' single-family detached homes on 36.8 acres. A rezoning is requested from AG (Agriculture) to R-22 (Dwelling, 'For-Sale', Residential). The property is located at 12265 Charlotte Drive and is legally described as being located in Land Lots 1245 & 1246, 2nd District, 2nd Section, Fulton County, Georgia.

C. Z-24-08/V-24-08 306 Thompson Street

This item has been deferred by the Applicant to the Monday, December 2, 2024 City Council meeting. This item will not be heard, discussed, or considered during this meeting.

Consideration of a rezoning and variance to allow for the construction of 2 'For-Sale' single-family detached homes on 1.148 acres in the Downtown Overlay. A rezoning is requested from R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work). Variances are requested to Unified Development Code (UDC) Appendix A Subsection 2.4.6 to allow parking between the building and the street and to eliminate the requirement for a street-facing garage to be recessed at least 20' behind the front building façade, and to Appendix A Subsection 2.8.7 to allow a contemporary architectural style for the proposed homes. The property is located at 306 Thompson Street and is legally described as being located in Land Lot 802, 1st District, 2nd Section, Fulton County, Georgia.

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- Council Member DeRito gave thanks to all city professionals, Public Works, and Public Safety employees who assisted with the preparation for the projected impacts of Hurricane Helene, and especially the City Administrator, Chris Lagerbloom, for bringing all teams together to coordinate the group effort.

9. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Mayor Pro Tem Merkel offered a motion to adjourn to Executive Session for the purposes of litigation.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).
 - Mayor Gilvin recessed the meeting at 6:53 p.m.
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (6-0).
- Mayor Gilvin reconvened the meeting at 7:15 p.m.

10. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 7:15 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: October 7, 2024

AGENDA ITEM:

Financial Management Report (Month Ending August 31, 2024)

Consideration of approval of the Financial Management Report for the month ending August 31, 2024.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending August 31, 2024

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

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

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

ALTERNATIVES:

ATTACHMENTS:

1. FY 2025 Financial Management Report (2-August)

Financial Management Reports



for the month ending
August 31, 2024
(period 2 of 12 – unaudited)

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

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

Financial Management Reports

Fiscal Year 2025

Table of Contents

Performance Dashboard	1
Transmittal Letter	2
General Fund	5
Revenue Summary and Collection Comparison	6
Expenditure Summary by Department	8
Expenditure Summary by Category	9
Grant and Capital Funds	10
Grant Funds	11
Capital Funds	15
Special Revenue Funds (w/capital projects)	25
Other Reports	28
Payments \$5,000 and Greater	29
PO's between \$5,000 and \$50,000	34
GAAP Financial Statements (Governmental/Enterprise Funds)	36
Alpharetta Development Authority	42
Revenue & Expenditure Report	43
GAAP Financial Statements	45
Republic Services	

Accountability and Performance Dashboards (available online – link below):

<https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling>



Please Note: Accounting entries are being made between fiscal years 2024 and 2025 as part of the accounting closing process. As such, the data below is tentative with some values labeled "TBD" while the accounting closing process is progressing.

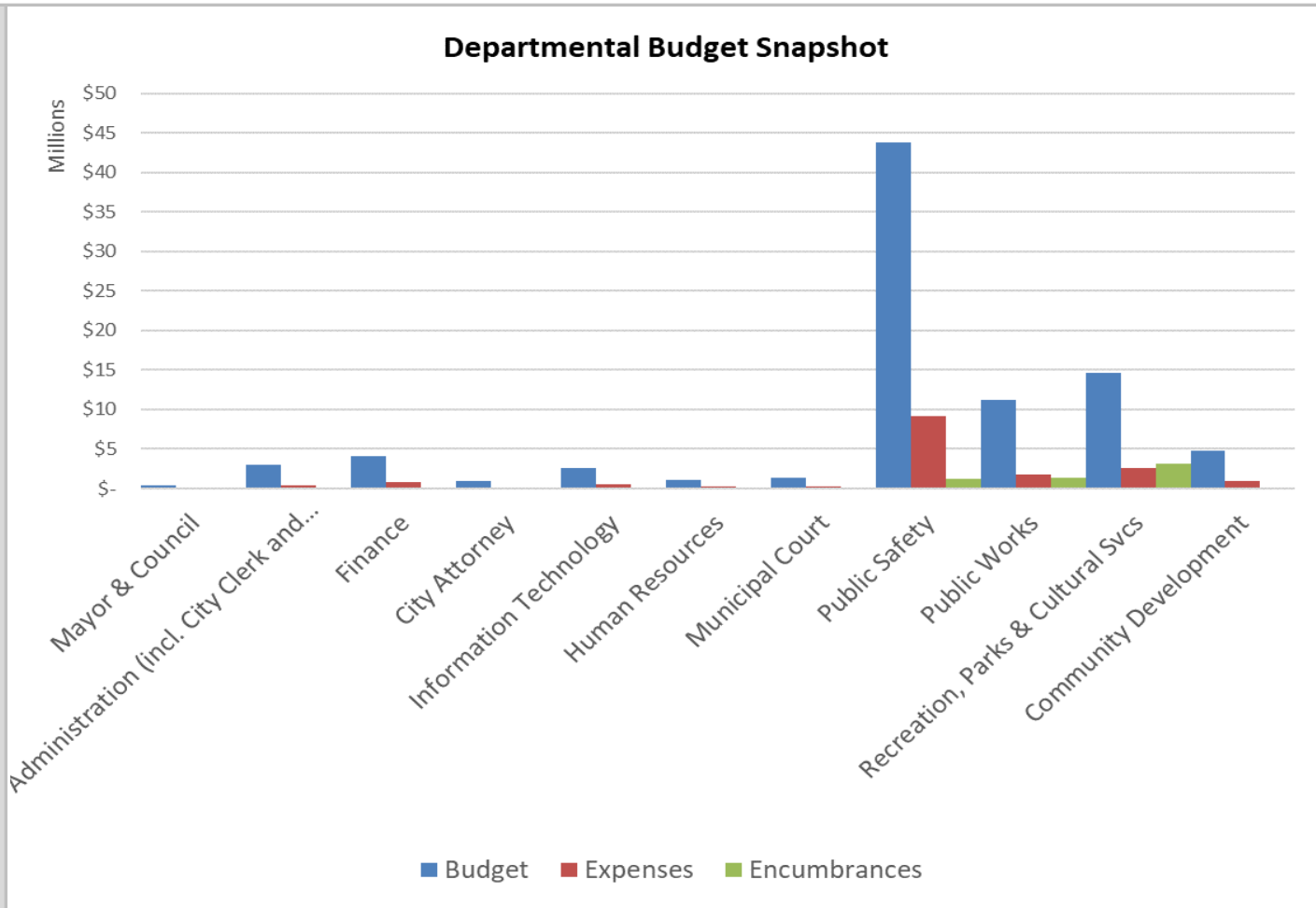
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended August 31, 2024

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes	↔	(\$330,000)
Local Option Sales Tax	↔	\$0
Franchise Tax	↔	\$0
Insurance Premium Tax	↔	\$0
Alcohol Beverage Excise Tax	↔	\$0
Building Permit Fees	↔	\$0
Business and Occupational Tax	↔	\$0
Court/Traffic Fines	↔	\$0
Recreation/Special Event Fees	↔	\$735
Hotel/Motel Tax (City portion)	↔	\$0
Other Revenues	↔	(\$48,178)
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$4M allocated in the annual budget)		\$11M
Less: Forecasted Revenue Loss		TBD
Less: Forecasted Expenditure Savings		TBD



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↔	↔	\$989,350
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$265,054
Opioid Settlement Fund	↔	↔	\$52,635
Emergency 911 Fund (1)	↔	↔	\$0
Impact Fee Fund	↔	↔	\$1,682,501
Hotel/Motel Fund (1)	↔	↔	\$753,914
Debt Service Fund	↔	↔	\$946,455
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	\$0
Risk Management Fund	↔	↔	\$1,841,046
Medical Insurance Fund	↔	↔	\$0

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$47,475
Capital Grant Fund (3)	\$85,392
Capital Project Funds	
Capital Project Fund (3)	\$2,432,315
Stormwater Capital Fund	\$107,582
Series 2022 Bond Fund (Parks) (3)	\$1,662,586
TSPLOST I Capital Fund	\$4,259,887
TSPLOST II Capital Fund	\$1,918,622
Blended Component Unit	
Development Authority Fund	\$146,523

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund
TBD

Emergency 911 Fund
TBD

Sanitation Fund
TBD

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

- (1) General Fund value represents Contingency balance/Reserve for Operating Initiatives. Hotel/Motel Fund represents Debt Service Reserve (target is \$1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.
- (2) Solid Waste Fund operational trends require further review and may necessitate an adjustment in rates or reallocation of expenses to other operating Funds of the City (i.e. General Fund).
- (3) Does not include amounts, if any, currently set aside for matches on active grant applications or arbitrage liability (Series 2022 Bond Fund).



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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

DATE: OCTOBER 7, 2024

RE: FINANCIAL MANAGEMENT REPORTS AS OF AUGUST 31, 2024

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending August 31, 2024.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2024 (FY 2024). 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 2025 revenues are budgeted at \$94 million (net of Carryforward Fund Balance totaling \$9 million). As of August 31, 2024, actual revenue collections total 8% or \$8 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.

Early trends (property digest valuations and collection trends) indicate a net loss over budget of -\$377,443 with the detail as follows:

- Property Taxes (current year): (\$ 330,000)
 - Other: (47,443)
- Preliminary Loss: (\$ 377,443) (rounded)

The preliminary digest for FY 2025, as provided by the Fulton County Tax Commissioner, currently totals \$7 billion (net of all exemptions/motor vehicle values) and represents growth of 3.5%, or \$239 million, over the FY 2024 digest. New construction growth represents 2% of the 3.5% growth in the net taxable digest with the remaining 1.5% attributable to the reassessment of existing residential (growth) and commercial properties (decline).

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

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 August 31, 2024, city departments (not including General Government¹) have encumbered and expensed 26%, or \$22.8 million, of their FY 2025 budget appropriations.

Contingency: The General Fund contingency balance totals \$989,350 (including the Operating Initiative Reserve).

Other Funds

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

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$70,586. Remaining appropriations are set aside for a non-allocated reserve (\$47,475 for general non-allocated and \$13,500 constituting matching funds for grant applications).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total \$2.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$85,392).

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$19 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.4 million for general non-allocated and \$276,000 constituting matching funds for grant applications).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$4.8 million. Remaining appropriations are set aside for a non-allocated reserve (\$107,582).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$24.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.7 million) and a reserve for future arbitrage liability (\$1.3 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$9.6 million. Remaining appropriations are set aside for a non-allocated reserve (\$4.3 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding.

Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 120% of the original forecasted revenue estimates which indicates a strong likelihood of funding Tier-2/3 projects in addition to Tier-1.

Unspent/unencumbered project appropriations total \$24.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.9 million).

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

Hotel/Motel Fund: FY 2025 revenues are budgeted at \$9.3 million (net of carryforward fund balance totaling \$437,322) with budgeted disbursements as follows: Alpharetta Convention & Visitor’s Bureau (43.75% or \$4 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$3.5 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.3 million. This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Other Items

Council Member Stipend Activity Listing: The FY 2025 budget includes appropriations of \$9,200 for the Mayor and \$8,000 for each City Council Post and the available balances as of August 31, 2024 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 9,200	\$ 3,491	\$ 5,709
Post #1: Donald Mitchell	\$ 8,000	\$ 1,000	\$ 7,000
Post #2: Brian Will	\$ 8,000	\$ 0	\$ 8,000
Post #3: Doug DeRito	\$ 8,000	\$ 60	\$ 7,940
Post #4: John Hipes	\$ 8,000	\$ 3,086	\$ 4,914
Post #5: Fergal Brady	\$ 8,000	\$ 0	\$ 8,000
Post #6: Dan Merkel	\$ 8,000	\$ 0	\$ 8,000

Development Authority² (Component Reporting Unit)

As of August 31, 2024, the Development Authority has \$146,523 in forecasted 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.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of August 31, 2024

	Current Fiscal Year					Prior Fiscal Year		
	2025 Budget	2025 YTD	% Collected	2025 Estimated	Variance	2024 Actual	2024 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 33,180,000	\$ 172,211	0.5%	\$ 32,850,000	\$ (330,000)	\$ 30,900,241	\$ (21,352)	-0.1%
Delinquent	249,000	4,634	1.9%	249,000	-	346,478	10,457	3.0%
Motor Vehicle Tax	58,000	8,552	14.7%	58,000	-	54,962	5,216	9.5%
Motor Vehicle Title Fee	3,950,000	550,444	13.9%	3,950,000	-	3,290,701	296,731	9.0%
Local Option Sales Tax	22,250,000	3,683,426	16.6%	22,250,000	-	20,155,046	1,897,672	9.4%
Franchise Tax	6,785,000	226,116	3.3%	6,785,000	-	6,452,002	350	0.0%
Insurance Premium Tax	6,075,000	-	0.0%	6,075,000	-	5,837,570	-	0.0%
Alcohol Beverage Excise Tax	2,900,000	515,204	17.8%	2,900,000	-	2,634,114	298,846	11.3%
Building Permit Fees	1,825,000	346,005	19.0%	1,825,000	-	1,767,446	266,322	15.1%
Business and Occupational Tax	1,210,000	30,964	2.6%	1,210,000	-	1,266,618	10,924	0.9%
Court/Traffic Fines	2,600,000	407,562	15.7%	2,600,000	-	2,434,007	380,738	15.6%
Recreation/Special Event Fees	3,714,930	709,024	19.1%	3,715,665	735	3,330,531	559,639	16.8%
Hotel/Motel Tax (City portion)	3,468,750	296,918	8.6%	3,468,750	-	3,418,049	360,056	10.5%
subtotal	\$ 88,265,680	\$ 6,951,060	7.9%	\$ 87,936,415	\$ (329,265)	\$ 81,887,765	\$ 4,065,600	5.0%
Other Revenues	5,802,637	911,061	15.7%	5,754,459	(48,178)	6,303,605	666,402	10.6%
Total Revenues	\$ 94,068,317	\$ 7,862,120	8.4%	\$ 93,690,874	\$ (377,443)	\$ 88,191,370	\$ 4,732,002	5.4%
 Carryforward Fund Balance	 9,447,780							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of August 31, 2024

		Current Fiscal Year						Prior Fiscal Year		
		2025 Budget	2025 Encumbrances	2025 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2024 Exp. (Total)	2024 Exp. (YTD)	% Exp.
Expenditures by Department:										
	Mayor & Council	\$ 394,044	\$ 5,651	\$ 75,065	\$ 313,328	20.5%	19.0%	\$ 329,742	\$ 67,349	20.4%
(1)	City Administration (incl. City Clerk and Economic Development)	3,025,435	25,098	444,759	2,555,578	15.5%	14.7%	1,961,236	733,698	37.4%
	Finance	4,124,713	53,294	846,899	3,224,520	21.8%	20.5%	3,882,359	907,052	23.4%
	City Attorney	1,000,000	-	42,063	957,937	4.2%	4.2%	636,323	64,177	10.1%
	Information Technology	2,543,961	46,277	530,550	1,967,134	22.7%	20.9%	2,440,365	456,116	18.7%
	Human Resources	1,065,277	10,524	211,615	843,138	20.9%	19.9%	898,040	167,003	18.6%
	Municipal Court	1,362,008	79,188	250,397	1,032,423	24.2%	18.4%	1,139,675	203,859	17.9%
	Public Safety	43,735,476	1,212,515	9,139,916	33,383,045	23.7%	20.9%	38,484,483	7,926,634	20.6%
	Public Works	11,238,659	1,400,960	1,762,939	8,074,761	28.2%	15.7%	10,160,089	1,617,019	15.9%
	Recreation, Parks & Cultural Svcs	14,574,441	3,097,043	2,564,546	8,912,851	38.8%	17.6%	13,429,421	2,365,065	17.6%
(1)	Community Development	4,733,725	80,910	956,314	3,696,500	21.9%	20.2%	4,664,294	1,003,957	21.5%
	subtotal	\$ 87,797,739	\$ 6,011,460	\$ 16,825,063	\$ 64,961,216	26.0%	19.2%	\$ 78,026,026	\$ 15,511,931	19.9%
General Government:										
	Insurance Premiums (Risk)	\$ 966,800	\$ -	\$ 161,133	\$ 805,667	16.7%	16.7%	\$ 928,885	\$ 154,814	16.7%
	Gwinnett Tech Bond P&I	286,978	-	-	286,978	0.0%	0.0%	287,490	-	0.0%
	Transfer(s) to other Funds	13,447,780	-	-	13,447,780	0.0%	0.0%	16,457,920	4,219,636	25.6%
	Operating Initiatives (Reserve)	79,800	-	-	79,800	0.0%	0.0%	-	-	-
	Contingency	937,000	-	27,450	909,550	2.9%	2.9%	9,062	-	0.0%
	subtotal	\$ 15,718,358	\$ -	\$ 188,583	\$ 15,529,775	1.2%	1.2%	\$ 17,683,357	\$ 4,374,451	24.7%
Total Expenditures		\$ 103,516,097	\$ 6,011,460	\$ 17,013,646	\$ 80,490,991	22.2%	16.4%	\$ 95,709,383	\$ 19,886,381	20.8%

Notes:

- (1) The Economic Development function has been organized under City Administration for FY 2025. All prior year activity for the Economic Development function is reflected under the Community Development Department.



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of August 31, 2024

		Current Fiscal Year							Prior Fiscal Year							
		2025 Budget	2025 Encumbrances	2025 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2024 Exp. (Total)	2024 Exp. (YTD)	% Exp.						
Expenditures by Category:																
Salaries & Benefits:																
(1)	Regular Salaries	\$	37,974,672	\$	-	\$	5,115,382	\$	32,859,290	13.5%	13.5%	\$	34,229,593	\$	4,795,470	14.0%
	Overtime		2,898,500		-		487,341		2,411,159	16.8%	16.8%		3,436,814		518,488	15.1%
	Group Insurance		10,123,339		-		1,956,641		8,166,698	19.3%	19.3%		8,299,249		1,821,286	21.9%
	FICA and Social Security		3,128,159		-		398,702		2,729,457	12.7%	12.7%		2,760,264		383,246	13.9%
	Defined Benefit Pension		3,537,725		-		3,537,725		-	100.0%	100.0%		3,187,015		3,187,015	100.0%
	401(A) Retirement/Match		4,007,115		-		575,406		3,431,709	14.4%	14.4%		3,269,287		523,318	16.0%
(2)	Other		1,845,963		-		1,075,425		770,538	58.3%	58.3%		1,768,250		1,019,645	57.7%
	subtotal	\$	63,515,473	\$	-	\$	13,146,621	\$	50,368,852	20.7%	20.7%	\$	56,950,471	\$	12,248,468	21.5%
Maintenance & Operations:																
	Professional Services	\$	3,976,457	\$	1,751,704	\$	509,795	\$	1,714,958	56.9%	12.8%	\$	3,196,835	\$	888,702	27.8%
	Legal Services		1,000,000		-		42,063		957,937	4.2%	4.2%		636,323		64,177	10.1%
	Vehicle Fuel/Maintenance		1,359,750		7,296		206,235		1,146,219	15.7%	15.2%		1,646,154		215,267	13.1%
	Maintenance Contracts		3,843,234		2,634,052		366,379		842,804	78.1%	9.5%		3,179,338		299,453	9.4%
	IT Professional Services		4,714,467		941,557		1,575,422		2,197,488	53.4%	33.4%		3,267,577		853,441	26.1%
	General Supplies		1,296,835		140,937		230,257		925,641	28.6%	17.8%		1,120,732		179,001	16.0%
	Utilities		3,277,825		-		313,649		2,964,176	9.6%	9.6%		3,274,972		281,646	8.6%
	Insurance Premiums (Risk)		966,800		-		161,133		805,667	16.7%	16.7%		928,885		154,814	16.7%
	Other		3,826,232		466,625		430,648		2,928,958	23.5%	11.3%		3,604,482		481,494	13.4%
	subtotal	\$	24,261,600	\$	5,942,171	\$	3,835,580	\$	14,483,849	40.3%	15.8%	\$	20,855,298	\$	3,417,995	16.4%
Capital/Leases/Other:																
	Fire Vehicle/Equip. Leases	\$	779,066	\$	-	\$	-	\$	779,066	0.0%	0.0%	\$	779,059	\$	-	0.0%
	City Hall HVAC		-		-		-		-	-	-		128,355		-	0.0%
	Equipment/Capital		200,900		69,289		3,995		127,616	36.5%	2.0%		236,726		282	0.1%
	Other		7,500		-		-		7,500	0.0%	0.0%		5,000		-	0.0%
	subtotal	\$	987,466	\$	69,289	\$	3,995	\$	914,182	7.4%	0.4%	\$	1,149,141	\$	282	0.0%
General Government:																
	Gwinnett Tech Bond P&I	\$	286,978	\$	-	\$	-	\$	286,978	0.0%	0.0%	\$	287,490	\$	-	0.0%
	Transfer(s) to other Funds		13,447,780		-		-		13,447,780	0.0%	0.0%		16,457,920		4,219,636	25.6%
	Op. Initiatives (Reserve)		79,800		-		-		79,800	0.0%	0.0%		-		-	-
	Contingency		937,000		-		27,450		909,550	2.9%	2.9%		9,062		-	0.0%
	subtotal	\$	14,751,558	\$	-	\$	27,450	\$	14,724,108	0.2%	0.2%	\$	16,754,472	\$	4,219,636	25.2%
Total Expenditures												\$	95,709,383	\$	19,886,381	20.8%

Notes:

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



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

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

As of August 31, 2024

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
Public Safety									
22031150-331110	C2243 2022 BULLETPROOF VEST (DOJ)	27,409	7,728	\$ -	\$ 19,681	\$ 19,681	\$ -		\$ 19,681
22031150-371000	C2310 ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2317 2023 BULLETPROFF VEST (DOJ)	17,000	-	-	17,000	17,000	-		17,000
	subtotal			\$ -	\$ 36,681	\$ 36,681	\$ -		\$ 36,681
Recreation, Parks & Cultural Services									
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	306,000	256,000	\$ -	\$ 50,000	\$ 50,000	\$ 65,000		\$ (15,000)
22061150-371000	C2234 ARTS CENTER (CERAMICS)	-	-	-	-	-	100		(100)
22061150-371000	C2308 MUSIC MATCH APPLICATIONS	3,996	3,926	-	70	70	139		(69)
	subtotal			\$ -	\$ 50,070	\$ 50,070	\$ 65,239		\$ (15,169)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 517		\$ (517)
22090200-362000	REALIZED GAIN/LOSS			-	-	-	(30)		30
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	571		(571)
22090200-395000	CARRYFORWARD FUND BALANCE			-	105,337	105,337	-		105,337
	subtotal			\$ -	\$ 105,337	\$ 105,337	\$ 1,057		\$ 104,280
	Total			\$ -	\$ 192,088	\$ 192,088	\$ 66,296		\$ 125,792



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of August 31, 2024

			Project Snapshot: FY2013 - FY2024		FY 2025						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Account #	Project										
Expenditures											
City Administration											
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415	
	subtotal				\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415	
Public Safety											
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)	49,433	38,376	\$ -	\$ 11,057	\$ 11,057	\$ 7,548	\$ -	\$ 3,509	
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440	
22031150-542100	C2317	2023 BULLETPROOF VEST (DOJ)	17,000	-	-	17,000	17,000	-	-	17,000	
	subtotal				\$ -	\$ 34,497	\$ 34,497	\$ 7,548	\$ -	\$ 26,949	
Recreation, Parks & Cultural Services											
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	254,000	181,454	\$ -	\$ 72,546	\$ 72,546	\$ -	\$ 50,000	\$ 22,546	
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	925	-	93	93	-	-	93	
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630	
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250	
22061150-531100	C2234	ARTS CENTER (CERAMICS)	4,879	3,023	-	1,856	1,856	-	-	1,856	
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695	
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	6,067	5,615	-	452	452	300	-	152	
22061150-531100	C2418	2023 CAMP HAPPY HEARTS	6,000	3,321	-	2,679	2,679	2,679	-	-	
	subtotal				\$ -	\$ 82,201	\$ 82,201	\$ 2,979	\$ 50,000	\$ 29,222	
Non-Allocated											
22090200-579000	CONTINGENCY				\$ -	\$ 47,475	\$ 47,475	\$ -	\$ -	\$ 47,475	
22090200-579011	MATCH (GRANTS UNDER REVIEW)				-	13,500	13,500	-	-	13,500	
	subtotal				\$ -	\$ 60,975	\$ 60,975	\$ -	\$ -	\$ 60,975	
	Total				\$ -	\$ 192,088	\$ 192,088	\$ 10,527	\$ 50,000	\$ 131,561	



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of August 31, 2024

			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Public Works										
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,001	287,689	\$ -	\$ 712,312	\$ 712,312	\$ 26,085		\$ 686,227
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
34041100-334310	G2500	FY 2025 LMIG GRANT (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	693,743		1
34041100-334310	G2501	FY 2025 LRA GRANT (MILLING/RESURFACING)	837,515	837,515	-	-	-	-		-
subtotal					\$ -	\$ 1,906,056	\$ 1,906,056	\$ 719,828		\$ 1,186,228
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	150,000	75,000	\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 2,323		\$ (2,323)
34090200-362000		REALIZED GAIN/LOSS			-	-	-	(135)		135
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	2,564		(2,564)
34090200-395000		CARRYFORWARD FUND BALANCE			-	293,280	293,280	-		293,280
subtotal					\$ -	\$ 293,280	\$ 293,280	\$ 4,752		\$ 288,528
Total					\$ -	\$ 2,274,336	\$ 2,274,336	\$ 724,580		\$ 1,549,756



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of August 31, 2024

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures									
Public Works									
34041100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	417,316	\$ -	\$ 582,684	\$ 582,684	\$ 11,839	\$ 21,670	\$ 549,175
34041100-541420	C2305 ALPHALOOP (LANDWATER)	500,000	500,000	-	-	-	-	-	-
34041100-541410	G2500 FY 2025 LMIG GRANT (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	-		693,744
34041100-541410	G2501 FY 2025 LRA GRANT (MILLING/RESURFACING)	837,516	-	-	837,516	837,516	-	-	837,516
	subtotal			\$ -	\$ 2,113,944	\$ 2,113,944	\$ 11,839	\$ 21,670	\$ 2,080,435
Recreation, Parks & Cultural Services									
34061150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000
	subtotal			\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000
Non-Allocated									
34090200-579000	CONTINGENCY			\$ -	\$ 85,392	\$ 85,392	\$ -	\$ -	\$ 85,392
	subtotal			\$ -	\$ 85,392	\$ 85,392	\$ -	\$ -	\$ 85,392
	Total			\$ -	\$ 2,274,336	\$ 2,274,336	\$ 11,839	\$ 21,670	\$ 2,240,827



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2024

					Project Snapshot: FY2013 - FY2024		FY 2025					
							Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project		Total Project Authorization	Prior Year Actuals								
Revenue												
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	\$ -	\$ 241,538	\$ 241,538	\$ -		\$ 241,538		
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925		
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,001	421,466	-	8,535	8,535	-		8,535		
30161150-371000	C0922	SYNTHETIC TURF (AMBUSH)	14,100	-	-	14,100	14,100	-		14,100		
30161150-371000	C1929	COMM AG PROGRAM	103,057	102,525	-	532	532	1,070		(538)		
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	213,324	194,874	-	18,450	18,450	19,849		(1,399)		
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA	65,000	-	-	65,000	65,000	-		65,000		
30161150-371000	C2519	GREENHOUSE (RUCKER ROAD)	3,000	-	-	3,000	3,000	3,000		-		
30174150-337000	C0910	TREE REPLACEMENT FUND	417,450	417,450	-	-	-	17,400		(17,400)		
subtotal					\$ -	\$ 685,080	\$ 685,080	\$ 41,319		\$ 643,761		
Non-Departmental												
30190200-395000		CARRYFORWARD FUND BALANCE			\$ 3,405,350	\$ 10,987,221	\$ 14,392,571	\$ -		\$ 14,392,571		
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,843,416	-	11,843,416	-		11,843,416		
30190200-362000		REALIZED GAIN/LOSS			-	-	-	(3,395)		3,395		
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	64,418		(64,418)		
30190200-361000		INTEREST EARNINGS			325,000	-	325,000	58,346		266,654		
subtotal					\$ 15,573,766	\$ 10,987,221	\$ 26,560,987	\$ 119,369		\$ 26,441,618		
Total					\$ 15,573,766	\$ 11,672,301	\$ 27,246,067	\$ 160,688		\$ 27,085,379		
Expenditures												
Administration												
30113230-542400	C1404	WEBSITE UPGRADE	145,001	63,647	\$ -	\$ 81,354	\$ 81,354	\$ -	\$ 25,173	\$ 56,181		
subtotal					\$ -	\$ 81,354	\$ 81,354	\$ -	\$ 25,173	\$ 56,181		
Finance												
30115150-542400	C1141	TYLER ERP SYSTEM	362,163	358,550	\$ -	\$ 3,613	\$ 3,613	\$ -	\$ 3,612	\$ 1		
subtotal					\$ -	\$ 3,613	\$ 3,613	\$ -	\$ 3,612	\$ 1		



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2024

				Project Snapshot: FY2013 - FY2024		FY 2025					
						Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project			Total Project Authorization	Prior Year Actuals						
Information Technology											
30117400-542400	C1103	NETWORK AND VOIP		717,679	401,067	\$ -	\$ 316,612	\$ 316,612	\$ (19,579)	\$ 30,000	\$ 306,191
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.		510,003	488,947	-	21,056	21,056	14,706	-	6,350
30117400-542400	C1313	TECHNOLOGY REPLACEMENT		3,892,370	3,276,902	390,000	225,468	615,468	8,489	79,983	526,996
30117400-542400	C1519	WIRELESS ACCESS POINTS		100,000	-	50,000	50,000	100,000	-	-	100,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION		400,145	128,749	-	271,396	271,396	15,640	20,000	235,756
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT		300,001	286,136	-	13,865	13,865	-	-	13,865
30117400-544200	C2300	BUSINESS CONTINUITY STUDY		50,000	-	-	50,000	50,000	-	35,500	14,500
		subtotal				\$ 440,000	\$ 948,397	\$ 1,388,397	\$ 19,256	\$ 165,483	\$ 1,203,658
Municipal Court											
30126550-542400	C1222	RECORDS MANAGEMENT		39,600	35,700	\$ -	\$ 3,900	\$ 3,900	\$ -	\$ 3,900	\$ -
		subtotal				\$ -	\$ 3,900	\$ 3,900	\$ -	\$ 3,900	\$ -
Public Safety											
30131150-542200	C1202	FLEET REPLACEMENT		9,890,847	8,818,650	\$ -	\$ 1,072,197	\$ 1,072,197	\$ 119,085	\$ 932,285	\$ 20,827
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT		1,513,925	1,482,159	-	31,766	31,766	14,995	-	16,771
30131150-541300	C1706	RAPSTC IMPROVEMENTS		492,531	198,250	-	294,281	294,281	7,450	-	286,831
30131150-542400	C2052	SECURITY SYSTEM REFRESH		472,060	377,455	72,000	22,605	94,605	203	15,578	78,824
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY		43,871	41,681	-	2,190	2,190	-	-	2,190
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE		2,250,001	894,887	-	1,355,114	1,355,114	-	1,349,296	5,818
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT		449,501	298,063	-	151,438	151,438	420	137,772	13,246
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT		300,001	98,413	-	201,588	201,588	-	2,438	199,151
30131150-542400	C2406	REAL TIME CRIME CENTER		128,901	8,776	-	120,125	120,125	-	-	120,125
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT		66,000	47,621	-	18,379	18,379	4,241	10,623	3,515
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)		241,538	-	-	241,538	241,538	-	241,537	1
30131150-541300	C2501	FS81 RENOVATIONS		2,830,000	-	2,830,000	-	2,830,000	-	-	2,830,000
30131150-541300	C2502	2972 WB RD RENOVATIONS		150,000	-	150,000	-	150,000	-	-	150,000
30131150-542200	C2504	FY2025 FLEET REPLACEMENT		1,875,000	-	1,875,000	-	1,875,000	35,469	-	1,839,531
30131150-542200	V2505	FY2025 FIRE LT VEHICLE		50,000	-	50,000	-	50,000	-	-	50,000
30131150-542100	C2506	FIRE TRUCK EQUIPMENT		75,000	-	75,000	-	75,000	-	75,000	-
30131150-542400	C2508	CLICK-2-ENTER SYSTEM		31,400	-	31,400	-	31,400	-	-	31,400
		subtotal				\$ 5,083,400	\$ 3,511,221	\$ 8,594,621	\$ 181,863	\$ 2,764,529	\$ 5,648,229



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2024

Account #Project			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Public Works										
30141100-541200	C0910	TREE REPLACEMENT FUND	\$ 2,065,602	\$ 1,515,151	\$ -	\$ 550,451	\$ 550,451	\$ -	\$ 31,055	\$ 519,396
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	493,161	246,994	-	246,167	246,167	1,625	11,463	233,079
30141100-541410	C1207	BRIDGE MAINTENANCE	1,115,212	722,040	250,000	143,172	393,172	-	-	393,172
30141100-541410	C1208	MAST ARM MAINTENANCE	45,000	-	45,000	-	45,000	-	-	45,000
30141100-541410	C1215	STRIPING & SIGNAGE	2,434,665	2,181,836	170,000	82,829	252,829	58,620	15,663	178,547
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	613,584	553,584	60,000	-	60,000	-	-	60,000
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	1,004,268	880,436	100,000	23,832	123,832	10,989	2,590	110,253
30141100-541410	C1219	MILLING AND RESURFACING	29,051,629	26,627,537	2,500,000	(75,908)	2,424,092	798	35,652	2,387,643
30141100-541410	G2500	FY 2025 LMIG GRANT (MILLING/RES.)	208,123	-	-	208,123	208,123	-	-	208,123
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	1,187,079	1,041,602	100,000	45,477	145,477	3,907	52,660	88,910
30141100-541410	C1221	DESIGN SERVICES	1,068,301	954,705	50,000	63,596	113,596	-	38,401	75,195
30141100-542200	C1223	FLEET REPLACEMENT	2,025,223	1,484,474	353,000	187,749	540,749	-	337,983	202,766
30141100-541300	C1229	FACILITY ROOF REPAIR/REPLACE	875,000	325,000	550,000	-	550,000	-	5,850	544,150
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,534,772	1,166,590	160,000	208,182	368,182	11,263	24,869	332,051
30141100-541420	C1801	SIDEWALK MAINTENANCE & REPAIR	240,161	25,841	140,000	74,320	214,320	36,807	39,600	137,913
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	277,374	203,793	60,000	13,581	73,581	-	49,990	23,591
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	550,002	528,894	-	21,108	21,108	4,200	7,885	9,023
30141100-541300	C1902	FIRE STATION RENOVATIONS	435,003	422,819	-	12,184	12,184	1,728	3,673	6,783
30141100-541300	C1906	CITY HALL RENOVATIONS	65,000	25,000	40,000	-	40,000	-	4,200	35,800
30141100-541300	C2003	HVAC REPLACEMENTS	491,730	391,730	100,000	-	100,000	-	-	100,000
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,002	107,770	-	62,232	62,232	-	-	62,232
30141100-541410	C2048	STREETLIGHT MAINTENANCE	434,080	270,126	85,000	78,954	163,954	-	-	163,954
30141100-541500	C2050	REC FACILITY MAINTENANCE	155,000	135,938	-	19,062	19,062	-	-	19,062
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	331,308	159,118	150,000	22,190	172,190	-	4,870	167,320
30141100-541410	C2104	WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	24,570	-	309,355	309,355	7,700	301,655	-
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	430,001	429,981	-	20	20	-	19	1
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,001	72,092	-	292,909	292,909	3,023	42,396	247,491
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	110,001	110,000	-	1	1	-	-	1
30141100-544200	C2408	WEBB BRIDGE PARK SEWER	491,157	399,325	-	91,832	91,832	-	14,531	77,301
30141100-541200	C2409	SR9 LANDSCAPING	925,000	-	575,000	350,000	925,000	-	-	925,000



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2024

Account #	Project	Project Snapshot: FY2013 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-542100	C2410 WINTER WEATHER EQUIPMENT	65,000	-	-	65,000	65,000	-	-	65,000
30141100-541410	C2509 BRICK PAVER MAINTENANCE/REPAIR	50,000	-	50,000	-	50,000	-	-	50,000
30141100-544200	C2510 DOWNTOWN BUS SHELTERS	80,000	-	80,000	-	80,000	1,092	5,829	73,080
30141100-541300	C2511 FACILITY ASSESSMENT/RENOVATIONS	189,647	-	300,000	(110,353)	189,647	-	-	189,647
30141100-541300	C2512 PS FACILITY MAINTENANCE	75,000	-	75,000	-	75,000	-	-	75,000
30141100-542200	C2513 FY 2025 FORESTRY ASST VEHICLE	50,000	-	50,000	-	50,000	-	-	50,000
subtotal				\$ 6,043,000	\$ 2,986,065	\$ 9,029,065	\$ 141,750	\$ 1,030,832	\$ 7,856,483
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,635,779	1,021,629	\$ -	\$ 614,150	\$ 614,150	\$ -	\$ 600,050	\$ 14,100
30161150-541200	C1210 TREE MAINT-PLANTING-REMOVAL	585,001	434,219	125,000	25,782	150,782	2,569	63,460	84,754
30161150-541500	C1221 DESIGN SERVICES	235,424	212,646	21,200	1,578	22,778	-	5,335	17,443
30161150-541300	C1229 FACILITY ROOF REPAIR	680,412	674,895	-	5,517	5,517	-	-	5,517
30161150-542200	C1232 FLEET	534,009	434,009	100,000	-	100,000	-	-	100,000
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	1,145,788	885,567	177,000	83,221	260,221	-	-	260,221
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	54,565	-	30,435	30,435	-	23,500	6,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	1,114,751	402,166	275,000	437,585	712,585	5,000	1,956	705,629
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	1,006,212	809,095	160,000	37,117	197,117	-	25,994	171,123
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	738,640	288,640	50,000	400,000	450,000	439,300	10,700	-
30161150-544100	C1807 PUBLIC ARTS PROGRAM	341,000	262,340	55,000	23,660	78,660	-	250	78,410
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,904	138,991	-	10,913	10,913	-	-	10,913
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	103,061	69,990	-	33,071	33,071	(368)	-	33,439
30161150-541500	C2010 PARK ENHANCEMENTS	648,578	631,629	-	16,949	16,949	12,019	-	4,930
30161150-541500	C2030 TOWN GREEN IMPROVEMENTS	250,001	237,421	-	12,580	12,580	-	-	12,580
30161150-541500	C2035 NORTH PARK RESTROOM 1 - 4 (DESIGN)	16,180	-	16,180		16,180	-	-	16,180
30161150-541500	C2051 FOUNTAIN MAINTENANCE	86,306	76,156	-	10,150	10,150	-	4,650	5,500
30161150-541500	C2202 ATHLETIC COURTS RESURFACING	198,433	154,470	-	43,963	43,963	-	-	43,963
30161150-541500	C2217 MID-BROADWELL PARK	52,081	51,840	-	241	241	-	241	0
30161150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2309 WACKY WORLD 2.0 (DONATIONS)	213,325	6,673	-	206,652	206,652	96	-	206,556



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of August 31, 2024

Account #Project			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30161150-541500	C2316	GREENWAY BOARDWALK REPLACEMENT	75,001	1,158	-	73,843	73,843	-	-	73,843
30161150-541500	C2411	PARK TRAIL MAINTENANCE	200,000	-	-	200,000	200,000	-	31,510	168,490
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,001	11,693	-	18,308	18,308	-	18,307	1
30161150-544100	C2415	PUBLIC ART FUND (CITY LOCATIONS)	45,000	-	25,000	20,000	45,000	-	-	45,000
30161150-544100	C2416	PUBLIC ART DEV (CITY PROP)	10,000	-	10,000	-	10,000	-	-	10,000
30161150-544100	C2417	PUBLIC ART IN PARKS	20,000	-	20,000	-	20,000	-	-	20,000
30161150-541500	C2419	WEBB BRIDGE PARK DOG PARK	50,000	45,215	-	4,785	4,785	-	4,785	-
30161150-541500	C2426	MAYFIELD PARK - MILTON IGA	130,000	-	-	130,000	130,000	-	-	130,000
30161150-541500	C2514	INNOV ACADEMY SOCCER	40,000	-	40,000	-	40,000	-	-	40,000
30161150-541500	C2515	PARK SECURITY IMPROVEMENTS	80,000	-	80,000	-	80,000	-	-	80,000
30161150-541300	C2519	GREENHOUSE (RUCKER PARK)	3,000	-	-	3,000	3,000	-	-	3,000
30161150-541500	G2507	LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,164	300,000	98,837	398,837	-	-	398,837
subtotal					\$ 1,454,380	\$ 2,647,198	\$ 4,101,578	\$ 458,616	\$ 790,738	\$ 2,852,225
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	315,748	\$ -	\$ 261,001	\$ 261,001	\$ -	\$ -	\$ 261,001
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	245,760	202,010	-	43,750	43,750	-	-	43,750
30174150-541410	C1603	DESIGN SERVICES	649,604	493,832	62,400	93,372	155,772	-	29,861	125,911
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,001	16,037	-	4,964	4,964	2,470	-	2,494
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	-	-	59,300
30174150-521200	C2401	NORTH POINT FRAMEWORK PLAN	200,000	20,506	-	179,494	179,494	12,936	166,166	392
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	6,350	-	6,350	6,350	4,488	-	1,862
30174150-544100	C2403	SOUTH MAIN DISTRICT	200,000	27,407	150,000	22,593	172,593	1,900	23,693	147,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	300,000	-	225,000	75,000	300,000	-	28,500	271,500
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	-	-	40,000	40,000	-	-	40,000
30174150-544100	C2500	DWTN WAYFINDING SIGNAGE	12,000	-	12,000	-	12,000	-	-	12,000
30174150-544200	C2516	MILTON AVE LIGHTING	50,000	-	50,000	-	50,000	-	-	50,000
30174150-541410	C2517	ENTRY MONUMENTS	50,000	-	50,000	-	50,000	-	-	50,000
subtotal					\$ 549,400	\$ 785,824	\$ 1,335,224	\$ 21,794	\$ 248,220	\$ 1,065,210



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

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

As of August 31, 2024

Account #	Project	Project Snapshot: FY2013 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 2,003,586	\$ 428,729	\$ 2,432,315	\$ -	\$ -	\$ 2,432,315
30190200-579011	MATCH (GRANTS UNDER REVIEW)			-	276,000	276,000	-	-	276,000
	subtotal			\$ 2,003,586	\$ 704,729	\$ 2,708,315	\$ -	\$ -	\$ 2,708,315
	Total			\$ 15,573,766	\$ 11,672,301	\$ 27,246,067	\$ 823,280	\$ 5,032,486	21,390,301



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of August 31, 2024

		Project Snapshot: FY2017 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	522,470	412,470	\$ 110,000	\$ -	\$ 110,000	\$ 25,197		\$ 84,803
30290200-362000	REALIZED GAIN/LOSS INV	-	-	-	-	-	(1,466)		1,466
30290200-363000	UNREALIZED GAIN/LOSS INV	-	-	-	-	-	27,818		(27,818)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	20,014,364	18,410,000	1,604,364	-	1,604,364	-		1,604,364
30290200-395000	CARRYFORWARD FUND BALANCE	6,307,938	-	285,636	6,022,302	6,307,938	-		6,307,938
	subtotal			\$ 2,000,000	\$ 6,022,302	\$ 8,022,302	\$ 51,549		\$ 7,970,753
	Total			\$ 2,000,000	\$ 6,022,302	\$ 8,022,302	\$ 51,549		\$ 7,970,753
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	16,664,010	9,779,619	\$ 2,000,000	\$ 4,884,391	\$ 6,884,391	\$ 461,267	\$ 2,032,045	\$ 4,391,079
30241100-541430-C2423	DOUGLAS ROAD DRAINAGE	417,113	11,700	-	405,413	405,413	-	-	405,413
30241100-541430-C2428	HARRIS ROAD DRAINAGE	122,595	-	-	122,595	122,595	50,502	72,093	-
30241100-541430-C2429	WINDWARD PKWY DRAINAGE	383,506	-	-	383,506	383,506	-	383,506	-
30241100-541430-C2518	MID-BORADWELL CULVERT	118,815	-	-	118,815	118,815	-	118,815	-
	subtotal			\$ 2,000,000	\$ 5,914,720	\$ 7,914,720	\$ 511,768	\$ 2,606,459	\$ 4,796,492
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 107,582	\$ 107,582	\$ -	\$ -	\$ 107,582
	subtotal			\$ -	\$ 107,582	\$ 107,582	\$ -	\$ -	\$ 107,582
	Total			\$ 2,000,000	\$ 6,022,302	\$ 8,022,302	\$ 511,768	\$ 2,606,459	\$ 4,904,074



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of August 31, 2024

		Project Snapshot: FY2017 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
31890200-361000	INTEREST EARNINGS			\$ 900,000	\$ -	\$ 900,000	\$ 254,033		\$ 645,967
31890200-395000	CARRYFORWARD FUND BALANCE			-	27,383,446	27,383,446	-		27,383,446
	subtotal			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 254,033		\$ 28,029,413
	Total			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 254,033		\$ 28,029,413
Expenditures									
31841100-541420 C1712	ALPHALOOP	7,335,240	-	\$ -	\$ 7,335,240	\$ 7,335,240	\$ 3,162	\$ -	\$ 7,332,078
31841100-541420 C2520	ALPHALOOP (ROSWELL ST)	43,675	-	-	43,675	43,675		43,675	-
31841100-541420 C2521	ALPHALOOP (DEVORE RD)	33,265	-	-	33,265	33,265	-	33,265	-
31841100-541420 C2522	ALPHALOOP (OMP TO THOMPSON)	52,725	-	-	52,725	52,725	-	52,725	-
31841100-541420 C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	-	-	35,095	35,095	-	35,095	-
31861150-541500 C0922	SYNTHETIC TURF	1,632,541	47,597	-	1,584,944	1,584,944	-	-	1,584,944
31861150-541500 C1911	EQUESTRIAN CENTER (CITY)	5,000,000	914,017	-	4,085,983	4,085,983	-	550,362	3,535,621
31861150-541500 C2011	WILLS PARK MASTER PLAN IMP	5,671,367	759,165	-	4,912,202	4,912,202	-	35,550	4,876,652
31861150-541500 C2216	UNION HILL PARK	3,250,002	581,769	-	2,668,233	2,668,233	-	100,638	2,567,596
31861150-541500 C2217	MID-BROADWELL PARK	500,001	494,463	-	5,538	5,538	-	499	5,039
31861150-541500 C2218	OLD RUCKER PARK	3,000,000	395,470	-	2,604,530	2,604,530	-	14,925	2,589,605
31861150-541500 C2219	FARMHOUSE PARK	2,000,000	30,570	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500 C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500 C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000	PARKS RESERVE	1,662,586	-	900,000	762,586	1,662,586	-	-	1,662,586
31890200-579012	RESERVE FOR ARBITRAGE	1,290,000	-	-	1,290,000	1,290,000	-	-	1,290,000
31890200-584000	DEBT ISSUANCE COSTS	368,549	368,549	-	-	-	-	-	-
	Total			\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 3,162	\$ 866,734	\$ 27,413,550



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of August 31, 2024

			Project Snapshot: FY2017-FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 31,602,130	\$ 31,602,130	\$ -		\$ 31,602,130
33541100-361000	INTEREST EARNINGS				500,000	-	500,000	303,669		196,331
	Total				\$ 500,000	\$ 31,602,130	\$ 32,102,130	\$ 303,669		\$ 31,798,461
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	1,228,787	-	3,797,627	3,797,627	550	-	3,797,077
33541100-541410	C1713	KIMBALL BR RD OP IMP.	1,359,742	1,297,487	-	62,255	62,255	-	61,170	1,085
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP.	5,579,475	3,066,278	-	2,513,197	2,513,197	18,305	516,995	1,977,897
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,000	2,811,714	-	2,074,286	2,074,286	-	2,074,286	0
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,001	3,666,445	-	2,333,556	2,333,556	225,986	767,792	1,339,777
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,001	2,217,194	-	14,782,807	14,782,807	325,860	13,801,487	655,460
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,472	692,472	-	-	-	-	-	-
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	294,485	-	2,278,515	2,278,515	484,362	-	1,794,153
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000	CONTINGENCY				500,000	3,759,887	4,259,887	-	-	4,259,887
	Total				\$ 500,000	\$ 31,602,130	\$ 32,102,130	\$ 1,055,064	\$ 17,221,730	\$ 13,825,336



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of August 31, 2024

Account #Project			Project Snapshot: FY2017-FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue										
Non-Departmental										
33690200-313400	TSPLOST II				\$ -	\$ 20,157,017	\$ 20,157,017	\$ 2,512,835		\$ 17,644,182
33641100-361000	INTEREST EARNINGS				300,000	-	300,000	144,168		155,832
33690200-395000	CARRYFORWARD FUND BALANCE				-	14,316,318	14,316,318	-		14,316,318
	Total				\$ 300,000	\$ 34,473,335	\$ 34,773,335	\$ 2,657,003		\$ 32,116,332
Expenditures										
33641100-541410	C1713	KIMBALL BR RD GAP	500,000	25,356	\$ -	\$ 474,644	\$ 474,644	\$ 726	\$ -	\$ 473,918
33641100-541410	C2040	TRADEWINDS PARKWAY	3,500,000	437,015	-	3,062,985	3,062,985	-	-	3,062,985
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,001	5,564,700	-	7,435,301	7,435,301	135,002	4,202,989	3,097,310
33641100-541410	C2107	NORTH POINT PARKWAY IMP	7,750,001	300,213	-	7,449,788	7,449,788	42,605	397,037	7,010,146
33641100-541410	G2505	NORTH POINT PARKWAY IMP (STBG CONST GRANT MATCH RESERVE)	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
33641100-541410	G2506	NORTH POINT PARKWAY IMP (TIP CONST GRANT MATCH RESERVE)	1,000,000	-	-	1,000,000	1,000,000	-	-	1,000,000
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	18,537	18,537	-	-	-	-	-	-
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	208,128	208,128	-	-	-	-	-	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	93,685	-	256,316	256,316	94,973	59,475	101,868
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,002	611,349	-	3,388,653	3,388,653	13,310	3,077,772	297,571
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-	-	-	-
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-	-	-	-
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	2,056	-	4,755,470	4,755,470	1,800	143,600	4,610,070
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	11,110,929	11,041,215	-	69,714	69,714	2,703	67,010	1
33641100-541410	C2427	DRYDEN RD EXTENSION	3,000,000	98	-	2,999,902	2,999,902	-	-	2,999,902
33690200-579000	CONTINGENCY		1,918,622	-	300,000	1,618,622	1,918,622	-	-	1,918,622
	Total				\$ 300,000	\$ 34,473,335	\$ 34,773,335	\$ 291,119	\$ 8,028,523	\$ 26,453,693



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of August 31, 2024

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27074110-341321	IMPACT FEES STREETS & HIGHWAYS	3,691,936	3,691,936	\$ -	\$ -	\$ -	\$ 52,518		\$ (52,518)
27074110-341323	IMPACT FEES RECREATION & PARKS	8,506,029	8,506,029	-	-	-	20,472		(20,472)
27074110-341324	IMPACT FEES PUBLIC SAFETY	1,075,145	1,075,145	-	-	-	11,062		(11,062)
27074110-362000	REALIZED GAIN/LOSS			-	-	-	(1,281)		1,281
27074110-363000	UNREALIZED GAIN/LOSS			-	-	-	24,303		(24,303)
27074110-395000	CARRYFORWARD FUND BALANCE	5,603,670	-	353,820	5,249,850	5,603,670	-		5,603,670
27074110-361000	INTEREST EARNINGS	553,222	553,222	-	-	-	22,012		(22,012)
	Total			\$ 353,820	\$ 5,249,850	\$ 5,603,670	\$ 129,087		\$ 5,474,583
Expenditures									
Public Safety									
27031150-541300 C2501	FS 81 RENOVATIONS	170,000	-	\$ 170,000	\$ -	170,000	\$ -	\$ -	\$ 170,000
	subtotal			\$ 170,000	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000
Public Works									
27041100-541410 C1410	RUCKER RD CORRIDOR	1,002,447	1,001,847	\$ -	\$ 600	600	\$ -	\$ 600	\$ -
27041100-541410 G2502	NORTH POINT PARKWAY IMP (STBG ROW GRANT MATCH RESERVE)	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
	subtotal			\$ -	\$ 1,250,600	\$ 1,250,600	\$ -	\$ 600	\$ 1,250,000
Recreation, Parks & Cultural Services									
27061150-541500 C2011	WILLS PARK MASTER PLAN	328,634	21,930	\$ -	\$ 306,704	306,704	\$ -	\$ -	\$ 306,704
27061150-541500 C2035	NORTH PARK RESTROOM 1 - 4 (DESIGN)	183,820	-	183,820	-	183,820	-	-	183,820
27061150-541410 C2113	ENCORE GREENWAY GATEWAY	2,000,000	27,480	-	1,972,520	1,972,520	-	-	1,972,520
	subtotal			\$ 183,820	\$ 2,279,224	\$ 2,463,044	\$ -	\$ -	\$ 2,463,044



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of August 31, 2024

		Project Snapshot: FY2013 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 37,525	\$ 37,525	\$ -	\$ 37,525	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	712,937	712,937	-	-	712,937
27074110-579002	NON-ALLOCATED PARKS				919,038	919,038	-	-	919,038
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	50,526	50,526	-	-	50,526
	subtotal			\$ -	\$ 1,720,026	\$ 1,720,026	\$ -	\$ 37,525	\$ 1,682,501
	Total			\$ 353,820	\$ 5,249,850	\$ 5,603,670	\$ -	\$ 38,125	\$ 5,565,545

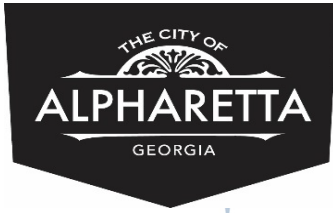


CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
As of August 31, 2024

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27590150-314100	HOTEL/MOTEL TAXES	88,934,129	79,684,129	\$ 9,250,000	\$ -	\$ 9,250,000	\$ 1,693,903		\$ 7,556,097
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX	(3,413)	(3,413)	-	-	-	(374)		374
27590150-362000	REALIZED GAIN/LOSS	7,903	7,903	-	-	-	(351)		351
27590150-363000	UNREALIZED GAIN/LOSS	117,443	117,443	-	-	-	6,665		(6,665)
27590150-361000	INTEREST EARNINGS	122,977	102,977	20,000	-	20,000	6,037		13,963
	subtotal			\$ 9,270,000	\$ -	\$ 9,270,000	\$ 1,705,880		\$ 7,564,120
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE	437,322	-	\$ -	\$ 437,322	\$ 437,322	\$ -		\$ 437,322
	subtotal			\$ -	\$ 437,322	\$ 437,322	\$ -		\$ 437,322
	Total			\$ 9,270,000	\$ 437,322	\$ 9,707,322	\$ 1,705,880		\$ 8,001,442
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	39,834,935	35,788,060	\$ 4,046,875	\$ -	\$ 4,046,875	\$ 346,404	\$ -	\$ 3,700,471
	subtotal			\$ 4,046,875	\$ -	\$ 4,046,875	\$ 346,404	\$ -	\$ 3,700,471
City of Alpharetta									
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	33,618,657	30,149,907	3,468,750	-	3,468,750	296,918	-	3,171,832
	subtotal			\$ 3,468,750	\$ -	\$ 3,468,750	\$ 296,918	\$ -	\$ 3,171,832
Tourism Product Development									
27590150-521200	PROFESSIONAL SERVICES	47,635	42,135	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
27590150-579006	DEBT SERVICE RESERVE	1,490,736	736,822	331,662	422,252	753,914	-	-	753,914
27590450-541500	C2011 WILLS PARK MASTER PLAN	3,646,892	3,631,822	-	15,070	15,070	-	-	15,070
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	9,691,367	8,921,367	770,000	-	770,000	-	-	770,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	6,673,580	6,026,367	647,213	-	647,213	-	-	647,213
	subtotal			\$ 1,754,375	\$ 437,322	\$ 2,191,697	\$ -	\$ -	\$ 2,191,697
	Total			\$ 9,270,000	\$ 437,322	\$ 9,707,322	\$ 643,322	\$ -	\$ 9,064,000

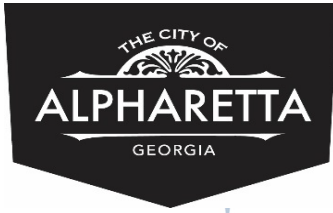


OTHER REPORTS



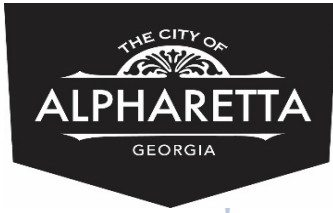
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2024

Vendor	Description	Department	\$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,544.50
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,985.94
AECOM TECHNICAL	DESIGN BUILD SERVICES: NP ALPHALINK (ARC/LCI GRANT)	Public Works	\$ 11,839.24
AIMS COMPANIES	SW PIPE & STRUCTURE R&M	Public Works	\$ 5,222.50
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 10,921.56
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 446,265.77
ALPHARETTA CONV. & VISITORS BUREAU	HOTEL/MOTEL ACTIVITIES	General Government	\$ 346,403.90
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 9,258.75
AMERICAN FACILITY	CLEANING OF ROADSIDE PARK (REST STOP)	Rec., Parks & Cultural Services	\$ 25,893.50
ANDREWS TECHNOLOGY	TIME AND ATTENDANCE DATA COLLECTION SYSTEMS	Various Departments	\$ 37,424.00
ARGOS USA LLC	DELINQUENT PROPERTY TAXES	General Government	\$ 6,738.54
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 5,726.28
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 17,182.71
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES: VARIOUS SERVICES	Public Works	\$ 33,459.79
AUDLEY PARARA	WINDWARD PKWY PED BRIDGES - PARCEL 4	Public Works	\$ 7,946.00
AVIVE SOLUTIONS, INC	EMERGENCY MEDICAL SERVICES (EMS) EQUIPMENT AND SUPPLIES	Rec., Parks & Cultural Services	\$ 38,086.61
BCC ENGINEERING, LLC	GREENWAY REPAIR/MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,000.00
BENNETT FIRE PRODUCT	FIRE PROTECTION CLOTHING (TURNOUT COATS, BUNKER PANTS)	Public Safety	\$ 19,030.00
BEYONDTRUST.CORP	SOFTWARE MAINTENANCE/SUPPORT	Information Technology	\$ 15,640.00
BIDDLE CONSULTING	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 5,770.00
BLOUNT CONSTRUCTION	RETAINAGE PAYABLE: Contract Withholding: 24-001	General Government	\$ 173,645.65
BLUE VENTURES	PARCEL 1 - ENCORE GREENWAY PARK	Public Works	\$ 128,180.00
BUR-ROG, INC.	ALPHA LOOP PARCEL 1	Public Works	\$ 89,373.00
CARAHSOFT TECHNOLOGY	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 5,400.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Various Departments	\$ 6,482.90



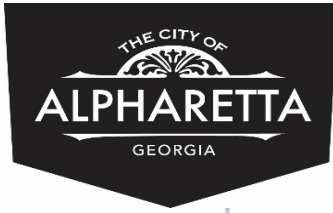
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2024

Vendor	Description	Department	\$ Amount
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 78,614.00
CENTRALSQUARE	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 227,314.51
CISCO SYSTEMS INC.	DELINQUENT PROPERTY TAXES	General Government	\$ 9,987.88
CITY OF MILTON	AUGUST 2024 LEASE COURTROOM IGA	Municipal Court	\$ 6,775.00
CITY OF MILTON	LEASE COURTROOM 1GA SEPT 24	Municipal Court	\$ 6,775.00
CLEARVIEW AI INC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 6,100.00
COLLECTIVE DATA INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 8,272.80
COLUMBIA ENGINEERING	DESIGNING SERVICES: NORTH POINT PKWY IMP	Public Works	\$ 26,421.00
COMCAST CABLE COMMUNICATION	DELINQUENT PROPERTY TAXES	General Government	\$ 6,125.20
CONVERGE TECHNOLOGY	POWER SYSTEMS SWITCHGEARS AND RELATED ACCESSORIES	Information Technology	\$ 10,072.50
CORPORATE BILLING	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 45,058.41
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 6,715.55
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERV	Rec., Parks & Cultural Services	\$ 22,741.45
CSC	DELINQUENT PROPERTY TAXES	General Government	\$ 55,939.30
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 5,660.17
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 5,660.17
DANA SAFETY SUPPLY	FLEET REPLACEMENT/ VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 48,319.32
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	\$ 15,460.00
DELL MARKETING LP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 28,044.00
DELL MARKETING LP	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 274,690.18
EMC CORPORATION	DELINQUENT PROPERTY TAXES	General Government	\$ 13,271.57
ESIS INC	MONTHLY WC INVOICE	Risk Management	\$ 9,124.81
ESO SOLUTIONS	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 13,420.23
FASHION WORKSHOPS	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,930.00
FULTON COUNTY BOARD OF COMMISSIONERS	MUNICIPAL COURT FINES	Public Safety	\$ 7,113.65
FULTON COUNTY BOARD OF COMMISSIONERS	LOCAL CRIME VICTIMS ASSIST COLLECTION REPORT	Public Safety	\$ 7,134.05



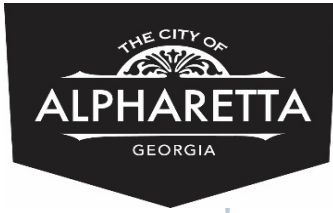
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2024

Vendor	Description	Department	\$ Amount
FULTON COUNTY BOARD OF EDUCATION	FUEL PAYMENTS	Various Departments	\$ 49,130.98
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 6,407.52
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 12,657.49
GA SUPERIOR COURT CLERK'S COOP AUTHORITY	JULY MONTHLY DISBURSEMENT REPORT	Public Safety	\$ 32,476.29
GA SUPERIOR COURT CLERK'S COOP AUTHORITY	MUNICIPAL COURT FINES	Public Safety	\$ 32,456.30
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 8,985.57
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION, STREET (WBR PH4 (NPP-GREENWAY))	Public Works	\$ 134,381.08
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION, WATER SYSTEM/PLANTS, MAIN AND SERVICES	Public Works	\$ 7,700.00
GEORGIA GREEN	GROUPS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 17,142.80
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 221,453.56
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 9,463.89
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,325.38
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 11,541.60
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 12,182.80
GULF STATES	AMMUNITION	Public Safety	\$ 27,312.50
GULF STATES	AMMUNITION	Public Safety	\$ 19,040.40
HARDY CHEVROLET INC	FLEET REPLACEMENT	Public Safety	\$ 51,676.80
HASLEY RECREATION	BENCHES, PARK (INCLUDING BUS STOP BENCHES)	Rec., Parks & Cultural Services	\$ 8,398.00
HORSE & PLOW LANDSCA	PARK AREA CONSTRUCTION/RENOVATION	Rec., Parks & Cultural Services	\$ 5,875.00
INLINER SOLUTIONS	SW PIPE & STRUCTURE R&M	Public Works	\$ 292,764.44
JARRARD & DAVIS	JULY 2024 FEES	Legal Services	\$ 52,299.44
JOURNAL TECHNOLOGIES	ANNUAL FEES FOR SaaS SERVICE	Public Safety	\$ 35,000.00
KECK & WOOD INC	SW PIPE & STRUCTURE R&M	Public Works	\$ 7,500.00
KIMBROUGH INDUSTRIAL	HVAC SERVICE	Public Works	\$ 6,893.09
LARRY EVANS TRUCKING	SAND AND GRAVEL	Rec., Parks & Cultural Services	\$ 5,261.81
LAZY GRASS LLC	TURF, ARTIFICIAL, INDOOR AND OUTDOOR	Rec., Parks & Cultural Services	\$ 33,000.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2024

Vendor	Description	Department	\$ Amount
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 11,071.20
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 8,955.45
MAGNET FORENSICS LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 16,540.00
MASSANA, INC.	RETAINAGE PAYABLE: Contract Withholding: 24-008	General Government	\$ 15,710.10
MEER ELECTRIC	BORING, DRILLING, TESTING, AND SOUNDINGS	Various Departments	\$ 5,009.44
MOFFATT & NICHOL	DESIGNING SERVICES: VARIOUS PROJECTS	Public Works	\$ 6,434.58
MUNICIPAL EMERGENCY	INDICATING AND RECORDING INSTRUMENTS, EQUIPMENT	Public Safety	\$ 14,995.28
NEOGOV	SOFTWARE MAINTENANCE/SUPPORT	Human Resources	\$ 65,611.40
NP & S MANAGEMENT, INC.	PERSONNEL/EMPLOYMENT CONSULTING (HUMAN RESOURCES)	General Government	\$ 17,650.00
OHMSHIV	CONSTRUCTION (WBR PH3 (GREENWAY-ROUNDAABOUT))	Public Works	\$ 322,240.43
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	MUNICIPAL COURT FINES	Public Safety	\$ 14,203.92
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	REPORT OF FINES AND/OR FOFEITURES 8/1/24-8/31/24	Public Safety	\$ 14,763.61
PEACH STATE TRUCK	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 7,207.90
POPCORN MEDIA LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 9,361.50
PRIORITY DISPATCH	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 43,560.00
PULSEPOINT FOUNDATION	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 10,500.00
R&B DEVELOPER INC	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	\$ 50,501.75
RES ASTER LLC	STREAM CREDITS	Public Works	\$ 45,630.00
RUMMEL, KLEPPER & KAHL, LLP	SW PIPE & STRUCTURE R&M	Public Works	\$ 26,511.50
RURAL METRO	EMERGENCY MEDICAL SERVICES (INCL. EMERGENCY AMBULANCE)	Public Safety	\$ 31,317.99
RUSSELL LANDSCAPE	GROUPS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 68,606.16
RYAN TAX COMPLIANCE	DELINQUENT PROPERTY TAXES	General Government	\$ 22,818.30
RYAN TAX COMPLIANCE	DELINQUENT PROPERTY TAXES	General Government	\$ 31,595.45
S. RENEE NARLOCH & ASSOCIATES	PERSONNEL/EMPLOYMENT CONSULTING (HUMAN RESOURCES)	General Government	\$ 9,800.00
SAFETY PENN TRAINING	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 7,428.76
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 33,125.73



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended August 31, 2024

Vendor	Description	Department	\$ Amount
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 32,105.75
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 44,020.39
SLAM MECHANICAL LLC	WATER HOSE AND FITTINGS, HIGH PRESSURE	Rec., Parks & Cultural Services	\$ 9,000.00
SOL CONSTRUCTION LLC	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 225,572.68
SOL CONSTRUCTION LLC	RETAINAGE PAYABLE: Contract Withholding: 24-013	General Government	\$ 17,321.55
SOQUE	WETLAND CREDITS	Public Works	\$ 310,000.00
STARR WHITEHOUSE	DESIGNING SERVICES: NORTH POINT FRAMEWORK PLAN	Community Development	\$ 12,936.40
SURELOCK TECHNOLOGY	DATA/FILE SECURITY HARDWARE/SOFTWARE	Information Technology	\$ 14,706.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	\$ 14,975.22
TARGETSOLUTIONS LEARNING LLC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 12,568.68
TECH ALPHARETTA	NON-PROFESSIONAL SERVICES (NOT OTHERWISE CLASSIFIED)	Development Authority	\$ 7,916.67
TEMPLE INC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 55,293.00
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS, G	Rec., Parks & Cultural Services	\$ 20,237.06
THE WINDSCREEN FACTORY	SHADE SCREENS, LOUVERED OR PERFORATED	Rec., Parks & Cultural Services	\$ 6,300.00
TIOMAN CONSTRUCTION	STRIPING STREETS, PARKING FACILITIES, LANE DIVISION	Public Works	\$ 18,963.00
TRI SCAPES	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 45,579.38
TRI SCAPES	CONSTRUCTION, SEWER AND STORM DRAIN	Public Works	\$ 95,325.48
TRUIST BANK	AUGUST 2025 PCARD LIABILITY	General Government	\$ 210,357.05
USI INSURANCE	92 MILTON AVE DIRECTORS LIABILITY INS	Risk Management	\$ 19,899.36
UTILITY ASSET MANAGEMENT	PIPE AND PIPE FITTINGS MAINTENANCE AND REPAIR	Public Works	\$ 26,055.00
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 12,532.92
WADE FORD INC	FLEET REPLACEMENT	Public Safety	\$ 55,685.00
WATT COMMERCIAL SWEEPING	STREET SWEEPING SERVICES	Public Works	\$ 8,776.50



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended August 31, 2024

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
25000201	TARGETSOLUTIONS LEARNING LLC	PUBLIC SAFETY	\$ 12,568.68	ANNUAL RENEWAL OF CREWSENSE AND CHECK-IT SOFTWARE PROGRAMS
25000202	WARREN COLLINS & ASSOCIATES INC	REC., PARKS & CULTURAL SVCS	\$ 7,745.00	REPLACEMENT OF GYM PADDING AT WILLS PARK RECREATION CENTER
25000205	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	\$ 36,668.09	CYBERSECURITY ITEM
25000207	CDW LLC	INFORMATION TECHNOLOGY	\$ 27,350.00	CYBERSECURITY ITEM
25000209	ANDREWS TECHNOLOGY HMS, INC.	INFORMATION TECHNOLOGY	\$ 37,424.00	NOVATIME TIME AND ATTENDANCE SOFTWARE RENEWAL
25000210	CLEARVIEW AI INC	PUBLIC SAFETY	\$ 6,100.00	CLEARVIEW AI FACIAL RECOGNITION SOFTWARE RENEWAL
25000211	NP & S MANAGEMENT, INC.	HUMAN RESOURCES	\$ 27,450.00	EXECUTIVE RECRUITMENT SERVICES FOR ECONOMIC DEVELOPMENT DIRECTOR
25000213	HEAT TRANSFER SYSTEMS OF GEORGIA, LLC	PUBLIC WORKS	\$ 6,160.00	CITY HALL COOLING TOWER ANNUAL MAINTENANCE
25000216	THE WINDSCREEN FACTORY LLC	REC., PARKS & CULTURAL SVCS	\$ 6,300.00	REMOVAL AND REPLACEMENT OF (3) SHADE STRUCTURES AT WEBB BRIDGE PARK
25000218	UTILITIES PROTECTION CENTER INC	PUBLIC WORKS	\$ 5,863.57	UTILITIES PROTECTION MEMBERSHIP FEES
25000221	BEYONDTTRUST.CORPORATION	INFORMATION TECHNOLOGY	\$ 15,640.00	CYBERSECURITY ITEM
25000223	PEACH STATE FORD TRUCK SALES INC	PUBLIC SAFETY	\$ 7,207.90	VEHICLE REPAIRS TO FD8477
25000224	MUNICIPAL EMERGENCY SERVICES INC	PUBLIC SAFETY	\$ 14,995.28	(17) THERMAL IMAGING CAMERAS AND FIRE PRO ALUMINIUM CARABINER MOUNTS
25000228	RARESTEP, INC.	PUBLIC SAFETY	\$ 19,200.00	PUBLIC SAFETY FLEET MANAGEMENT SOFTWARE RENEWAL
25000230	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 17,170.00	TOPOGRAPHIC SURVEY OF WESTSIDE PKWY AT CUMMING ST
25000232	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	\$ 32,505.44	CYBERSECURITY ITEM
25000233	DELL MARKETING LP	INFORMATION TECHNOLOGY	\$ 28,044.00	CYBERSECURITY ITEM
25000235	BUSINESS ORIENTED SOFTWARE SOLUTIONS INC	INFORMATION TECHNOLOGY	\$ 15,192.00	BOSSDESK HELPDESK SOFTWARE
25000237	PULSEPOINT FOUNDATION	PUBLIC SAFETY	\$ 10,500.00	PULSEPOINT RESPOND ANNUAL SUBSCRIPTION RENEWAL
25000238	YELLOBEE STUDIO	REC., PARKS & CULTURAL SVCS	\$ 9,300.00	REBRANDING OF ALPHARETTA RECREATION ACTIVITY GUIDES
25000241	MEER ELECTRICAL CONTRACTORS INC	PUBLIC SAFETY	\$ 25,857.74	(8) REPLACEMENT RADIOS IN WEATHER SIRENS FOR EMERGENCY ALERT SYSTEM
25000242	AT&T/BELLSOUTH @ 85 ANNEX	INFORMATION TECHNOLOGY	\$ 37,841.00	MIS SERVICES
25000243	AT&T/BELLSOUTH @ 85 ANNEX	INFORMATION TECHNOLOGY	\$ 11,000.00	PLAIN OLD TELEPHONE SERVICE (POTS) LINES
25000244	NEARMAP US, INC	INFORMATION TECHNOLOGY	\$ 11,431.00	NEARMAP VERTICAL GIS-RELATED RENEWAL
25000246	MAGNET FORENSICS LLC	PUBLIC SAFETY	\$ 11,820.00	GRAYKEY FORENSIC ACCESS SOFTWARE RENEWAL
25000247	LEXISNEXIS RISK SOLUTIONS FL INC.	PUBLIC SAFETY	\$ 22,450.00	ACCURINT VIRTUAL CRIME CENTER AND ACCURINT TRAX SOFTWARE AND MAINT
25000248	AT&T/BELLSOUTH @ 85 ANNEX	INFORMATION TECHNOLOGY	\$ 30,000.00	GLS MAINTENANCE AND SUPPORT SERVICES
25000249	FIVE OAKS FENCE COMPANY INC	REC., PARKS & CULTURAL SVCS	\$ 11,862.00	REMOVAL AND REPLACEMENT OF FENCE AT WEBB ZONE PLAYGROUND
25000255	THE F. A. BARTLETT TREE EXPERT COMPANY	REC., PARKS & CULTURAL SVCS	\$ 6,490.50	TREE REMOVAL SERVICES ON GREENWAY TRAIL
25000256	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	\$ 10,850.00	TREE REMOVAL SERVICES AT NORTH PARK
25000262	GRM INFORMATION MANAGEMENT SVCS	ADMINISTRATION	\$ 18,700.01	RECORD STORAGE AND SHREDDING SERVICES
25000267	ABLE ASPHALT PAVING CO., INC.	REC., PARKS & CULTURAL SVCS	\$ 31,510.00	WALKING TRAIL PAVING FROM UNION HILL PARK TO FORSYTH COUNTY GREENWAY
25000268	GEORGIA HYDRANT SERVICES, INC	REC., PARKS & CULTURAL SVCS	\$ 5,625.00	REPAIR (4) FIRE HYDRANTS AT WILLS PARK EQUESTRIAN CENTER



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
for the month ended August 31, 2024

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
25000277	SAVATREE LLC	REC., PARKS & CULTURAL SVCS	\$ 6,780.00	TREE PRUNING AND STUMP GRINDING SERVICES AT WILLS PARK
25000279	MEDICAL PRIORITY CONSULTANTS INC	PUBLIC SAFETY	\$ 43,560.00	PRIORITY DISPATCH SYSTEM LICENSE RENEWAL, SERVICE AND SUPPORT
25000290	BUILDING MGMT CONSULTANTS, LLC	PUBLIC WORKS	\$ 5,850.00	STRUCTURAL EVALATION AT PUBLIC WORKS FACILITY
25000295	ESO SOLUTIONS, INC.	PUBLIC SAFETY	\$ 13,420.23	EMERGENCY AND CRISIS MANAGEMENT SOFTWARE RENEWAL
25000296	MERIDIAN RAPID DEFENSE GROUP LLC	REC., PARKS & CULTURAL SVCS	\$ 49,600.00	BARRICADE RENTAL FOR (4) SPECIAL EVENTS
25000301	ASSOCIATED SPACE DESIGN, INC.	COMMUNITY DEVELOPMENT	\$ 28,500.00	BROOKSIDE PARK GATEWAY FEATURE DESIGN
25000303	JOURNAL TECHNOLOGIES INC.	INFORMATION TECHNOLOGY	\$ 35,000.00	COURT MANAGEMENT SOFTWARE RENEWAL
25000305	GULF STATES DISTRIBUTORS INC	PUBLIC SAFETY	\$ 7,697.00	SIMMUNITION AMMUNITION FOR TRAINING
25000306	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 7,260.00	SURVEYING SERVICES FOR MID BROADWELL RD NEAR FIRE STATION 85

**City of Alpharetta
Balance Sheet
Governmental Funds
August 31, 2024**

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 27,533,300	\$ 13,760,278	\$ 1,274,726	\$ 27,634,318	\$ 31,094,340	\$ 16,945,742	\$ 15,878,081	\$ 134,120,784
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	578,567	-	-	-	-	-	901,749	1,480,316
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	10,756	10,756
Accounts	-	-	-	-	-	-	100,968	100,968
Due from Other Funds	336,283	-	-	-	-	-	14,153	350,435
Intergovernmental Receivable	5,184	83,342	520,079	-	-	2,733	-	611,338
Cash - Restricted	235,329	259,689	-	-	-	-	-	495,019
Total Assets	28,688,663	14,103,308	1,794,805	27,634,318	31,094,340	16,948,475	16,905,706	137,169,615
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	846,659	199,779	-	-	18,339	15,121	425,704	1,505,602
Retainage Payable	-	1,614	-	-	225,266	248,419	65,190	540,488
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	96,503	-	-	-	-	-	-	96,503
Due to Other Funds	-	-	186,699	-	-	-	7,365	194,064
Deferred Revenue	441,668	83,342	520,079	-	-	2,733	125,876	1,173,697
Unearned Revenue	1,127,310	-	75,000	-	-	-	4,460	1,206,770
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	2,617,246	284,734	781,778	-	243,605	266,272	628,594	4,822,230
Fund Balances:								
Restricted for:								
Capital Projects	-	6,077,773	905,965	23,814,998	9,369,118	6,735,058	7,223,211	54,126,123
Law Enforcement	-	-	-	-	-	-	135,881	135,881
Emergency Telephone Activities	-	-	-	-	-	-	(673,968)	(673,968)
Debt Service	-	-	-	-	-	-	489,347	489,347
Promotion of Tourism	-	-	-	-	-	-	1,658,937	1,658,937
Assigned for:								
Grant Projects	-	276,000	-	-	-	-	64,626	340,626
Arbitrage	-	-	-	1,290,000	-	-	-	1,290,000
Encumbrances	6,011,460	5,032,486	21,670	866,734	17,221,730	8,028,523	3,523,463	40,706,064
Unallocated	20,059,957	2,432,315	85,392	1,662,586	4,259,887	1,918,622	3,855,616	34,274,375
Total Fund Balances	26,071,417	13,818,574	1,013,027	27,634,318	30,850,735	16,682,202	16,277,112	132,347,385
Total Liabilities and Fund Balances	\$ 28,688,663	\$ 14,103,308	\$ 1,794,805	\$ 27,634,318	\$ 31,094,340	\$ 16,948,475	\$ 16,905,706	\$ 137,169,615

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended August 31, 2024

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	S2022 Const	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 841,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,073	\$ 869,297
Local Option Sales Tax	3,683,426	-	-	-	-	-	-	3,683,426
Transportation SPLOST	-	-	-	-	-	2,512,835	-	2,512,835
Other Taxes	848,428	-	-	-	-	-	1,693,529	2,541,957
Licenses and permits	504,170	-	-	-	-	-	-	504,170
Intergovernmental	49,908	17,400	719,828	-	-	-	783,386	1,570,522
Charges for services	937,512	-	-	-	-	-	65,000	1,002,512
Impact Fees	-	-	-	-	-	-	84,053	84,053
Fines/Forfeitures	412,162	-	-	-	-	-	-	412,162
Investment earnings (Loss)	426,019	208,123	11,758	254,033	303,669	144,168	224,228	1,571,999
Contributions and Donations	15,518	23,919	-	-	-	-	239	39,676
Misc Revenue	21,048	-	-	-	-	-	-	21,048
Other	-	-	-	-	-	-	-	-
Total revenues	7,739,416	249,443	731,586	254,033	303,669	2,657,003	2,878,508	14,813,657
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	2,401,347	19,256	-	-	-	-	348,754	2,769,358
Public safety	9,140,835	181,863	-	-	-	-	1,242,200	10,564,898
Public works	1,768,342	141,750	11,839	3,162	1,055,064	291,119	511,768	3,783,045
Economic and community development	956,314	21,794	-	-	-	-	-	978,109
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	2,575,633	458,616	-	-	-	-	2,979	3,037,228
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								
Principal	-	-	-	-	-	-	226,006	226,006
Interest	-	-	-	-	-	-	-	-
Other Costs	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	16,842,472	823,280	11,839	3,162	1,055,064	291,119	2,331,707	21,358,643
Excess (deficiency) of revenues over (under) expenditures	(9,103,056)	(573,837)	719,747	250,871	(751,395)	2,365,884	546,801	(6,544,986)
OTHER FINANCING SOURCES (USES)								
Transfers in	296,918	-	-	-	-	-	-	296,918
Transfers out	(188,583)	-	-	-	-	-	(296,918)	(485,501)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-
Sale of non-capital assets	4,114	-	-	-	-	-	-	4,114
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	112,448	-	-	-	-	-	(296,918)	(184,469)
Net change in fund balances	(8,990,608)	(573,837)	719,747	250,871	(751,395)	2,365,884	249,883	(6,729,456)
Fund balances - beginning	35,062,024	14,392,411	293,280	27,383,447	31,602,130	14,316,319	16,027,229	139,076,841
Fund balances - ending	\$ 26,071,417	\$ 13,818,574	\$ 1,013,027	\$ 27,634,318	\$ 30,850,735	\$ 16,682,202	\$ 16,277,112	\$ 132,347,385

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
August 31, 2024

	Special Revenue						Total Non-major			
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,511,102	\$ 5,769,545	\$ 359,539	\$ 32,101	\$ 162,101	\$ 263,788	\$ 61,930	\$ 1,454,139	\$ 6,263,836	\$ 15,878,081
Taxes Receivable	901,749	-	-	-	-	-	-	-	-	901,749
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	10,756	-	-	10,756
Property Taxes	-	-	-	-	-	-	-	100,968	-	100,968
Intergovernmental Receivable	-	-	-	-	14,153	-	-	-	-	14,153
Due From Other Funds	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	2,412,851	5,769,545	359,539	32,101	176,253	263,788	72,686	1,555,107	6,263,836	16,905,706
LIABILITIES										
Accounts Payable	-	-	-	-	-	101,513	-	13,878	310,313	425,704
Retainage Payable	-	-	-	-	-	-	-	-	65,190	65,190
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	7,365	-	-	-	7,365
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	14,153	-	10,756	100,968	-	125,876
Unearned Revenue	-	-	-	-	-	-	-	4,460	-	4,460
Total Liabilities	-	-	-	-	14,153	108,878	10,756	119,306	375,502	628,594
FUND BALANCES										
Restricted:										
Capital Projects	-	4,048,919	-	-	-	-	-	-	3,174,291	7,223,211
Law Enforcement	-	-	94,485	32,101	-	-	9,295	-	-	135,881
Promotion of Tourism	1,658,937	-	-	-	-	-	-	-	-	1,658,937
Emergency Telephone Activities	-	-	-	-	-	(673,968)	-	-	-	(673,968)
Debt Service	-	-	-	-	-	-	-	489,347	-	489,347
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	64,626	-	-	-	-	64,626
Encumbrances	-	38,125	-	-	50,000	828,878	-	-	2,606,460	3,523,463
Unallocated	753,914	1,682,501	265,054	-	47,475	-	52,635	946,455	107,582	3,855,616
Total Fund Balances	2,412,851	5,769,545	359,539	32,101	162,101	154,910	61,930	1,435,802	5,888,333	16,277,112
Total Liabilities and Fund Balances	\$ 2,412,851	\$ 5,769,545	\$ 359,539	\$ 32,101	\$ 176,253	\$ 263,788	\$ 72,686	\$ 1,555,107	\$ 6,263,836	\$ 16,905,706

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended August 31, 2024

			Special Revenue						Total Non-major	
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opiod Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 1,693,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,693,529
Property tax	-	-	-	-	-	-	-	28,073	-	28,073
Charges for Service	-	-	-	-	65,000	-	-	-	-	65,000
Impact Fees	-	84,053	-	-	-	-	-	-	-	84,053
Forfeiture Income	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	12,759	-	-	770,627	-	-	-	783,386
Contributions & Donations	-	-	-	-	239	-	-	-	-	239
Investment Earnings (Loss)	23,572	81,822	-	-	2,051	4,097	-	20,523	92,163	224,228
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	1,717,101	165,875	12,759	-	67,291	774,724	-	48,596	92,163	2,878,508
EXPENDITURES:										
Tourism	346,404	-	-	-	-	-	-	-	-	346,404
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	2,979	-	-	-	-	2,979
Public Safety	-	-	-	-	7,548	1,234,652	-	-	-	1,242,200
Public Works	-	-	-	-	-	-	-	-	511,768	511,768
General Government	-	-	-	-	-	-	-	2,350	-	2,350
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	226,006	-	-	-	226,006
Interest	-	-	-	-	-	-	-	-	-	-
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	346,404	-	-	-	10,527	1,460,658	-	2,350	511,768	2,331,707
Excess (deficiency) of revenues over expenditures	1,370,697	165,875	12,759	-	56,764	(685,934)	-	46,246	(419,605)	546,801
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(296,918)	-	-	-	-	-	-	-	-	(296,918)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(296,918)	-	-	-	-	-	-	-	-	(296,918)
Net change in fund balances	1,073,780	165,875	12,759	-	56,764	(685,934)	-	46,246	(419,605)	249,883
Fund balances - beginning	1,339,072	5,603,671	346,780	32,101	105,337	840,844	61,930	1,389,555	6,307,938	16,027,229
Fund balances - ending	\$ 2,412,851	\$ 5,769,545	\$ 359,539	\$ 32,101	\$ 162,101	\$ 154,910	\$ 61,930	\$ 1,435,802	\$ 5,888,333	\$ 16,277,112

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
August 31, 2024

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,303,984
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	1,243,654
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,547,639</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>2,547,639</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	-
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>-</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,547,639
Total Net Assets	<u>2,547,639</u>
Total Liabilities & Net Assets	<u>\$ 2,547,639</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended August 31, 2024

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 1,394,440
Misc Revenue	-
Total operating revenues	<u>1,394,440</u>
Operating expenses:	
Administration	5,596,369
Non-departmental	-
Total operating expenses	<u>5,596,369</u>
Operating Gain (loss)	(4,201,929)
Non-operating revenues (expenses):	
Investment earnings (Loss)	<u>21,752</u>
Total non-operating revenue (expenses)	<u>21,752</u>
Income (loss) before transfers	(4,180,177)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(4,180,177)
Total net assets-beginning	<u>1,616,387</u>
Total net assets-ending (net of encumbrances)	<u>(2,563,791)</u>
Adjustments to GAAP basis:	
Encumbrances	5,111,428
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,547,639</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of August 31, 2024 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ 500		\$ (500)
99575100-361000	Investment Earnings	-	2,909		(2,909)
99575100-371000-C1532	Tech Alpharetta Operational Funding (IGA with COA)	95,000	15,833		79,167
(2) 99575100-381000-C1535	Tech Alpharetta Incubator Operations	23,700	1,587		22,113
	subtotal	\$ 118,700	\$ 20,829		\$ 97,871
(1) 99575100-395000	Carryforward Fund Balance	\$ 284,881	\$ -		\$ 284,881
	subtotal	\$ 284,881	\$ -		\$ 284,881
	Total	\$ 403,581	\$ 20,829		\$ 382,752
Expenditures					
99575100-571000	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	Tech Alpharetta Operational Funding	95,000	15,833	15,835	63,332
99575100-544100-C2525	Tech Alpharetta Relocation MOU	30,000	-	-	30,000
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C2210	Downtown Economic Development Initiative	10,000	-	-	10,000
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
99575100-544100-C1528	FISERV REBA Grant (add'l Audit Reviews)	-	-	-	-
	subtotal	\$ 238,448	\$ 15,833	\$ 15,835	\$ 206,780
(2) 99575100-523860-C1535	Tech Alpharetta Incubator Operation (Maint. Contracts)	\$ 12,000	\$ 1,069	\$ 2,434	\$ 8,498
(2) 99575100-531200-C1535	Tech Alpharetta Incubator Operation (Misc. Utilities)	1,100	94	-	1,006
(2) 99575100-531210-C1535	Tech Alpharetta Incubator Operation (Water/Sewer)	1,200	17	-	1,184
(2) 99575100-531220-C1535	Tech Alpharetta Incubator Operation (Natural Gas)	5,000	228	-	4,772
(2) 99575100-531230-C1535	Tech Alpharetta Incubator Operation (Electricity)	4,400	497	-	3,903
	subtotal	\$ 23,700	\$ 1,904	\$ 2,434	\$ 19,362
99575100-579000	Reserve	\$ 141,433	\$ -	\$ -	\$ 141,433
	Total	\$ 403,581	\$ 17,738	\$ 18,268	\$ 367,575

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Tech Alpharetta Incubator utilities are being funded by Tech Alpharetta on a reimbursement basis. As such, revenues and/or expenses will outpace budget at month end due to the billing/reimbursement delay. Additionally, collections totaling \$1,587 are related to prior year utility billings.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of August 31, 2024 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 284,976		
Revenues collected to date			20,829		
Expenditures incurred to date			(17,738)		
Fund Balance (current)			\$ 288,067		
Forecasted revenue collections (Tech Alpharetta Operational Funding from the City)			79,167		
(2) Forecasted revenue collections (Tech Alpharetta Operations reimbursement)			1,904		
Fund Balance*			\$ 369,138		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 222,615		
Spendable (available for investment by the Board)			146,523		
			\$ 369,138		

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
August 31, 2024

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 289,136
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	289,136

LIABILITIES

Current Liabilities:

Accounts Payable	1,069
Deferred Revenue	0
Due to Other Funds	-
Total Current Liabilities	1,069

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	1,069

Fund Balance

Restricted	222,615
Unallocated	65,452
Total Fund Balance	288,067

Total Liabilities & Fund Balance	\$ 289,136
---	-------------------

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended August 31, 2024

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 500
State Grant	-
Fees	-
Contributions & Donations	15,833
Miscellaneous Income-Interest	2,909
Miscellaneous Revenue	<u>1,587</u>
Total Revenues	<u>20,829</u>
Expenditures	
Economic Development	31,668
Maintenance Contracts	3,502
Donation to private source	-
Utilities - Miscellaneous	835
Debt Service:	
Principal	-
Interest	<u>-</u>
Total Expenditures	<u>36,006</u>
Excess (deficiency) of revenues over (under) expenditures	(15,177)
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	(15,177)
Fund Balance, Beginning of Year	<u>284,976</u>
Encumbrances	18,268
Fund Balance, End of Year	<u>288,067</u>





STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: October 7, 2024

AGENDA ITEM:

Resolution: Authorizing the Use of Eminent Domain for Parcel 01 of the Encore Greenway Park and Gateway Project

Consideration of adoption of a resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain party located at 7000 North Point Parkway, Alpharetta, GA 30022 (Tax Parcel 12 261006870292) for right of way, permanent easement, and temporary easement for proposed Encore Greenway Park and Gateway Project and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Adopt a resolution of the Mayor and Council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain party located at 7000 North Point Parkway, Alpharetta, GA 30022 (Tax Parcel 12 261006870292) for right of way, permanent easement, and temporary easement for proposed Encore Greenway Park and Gateway Project and with authorization for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta (the "City") has determined that it is necessary to make pedestrian walkways and modifications along the intersection of Encore Parkway and North Point Parkway, such project being known as the Encore Greenway Park and Gateway Project (the "Project").

In order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned

by Blue Ventures, LLC, located at 2000 North Point Parkway, Alpharetta, Georgia 30022 (Tax Parcel No.: I2 - 261006870292) within the City of Alpharetta, Georgia (reference: Project Parcel 01).

Approval of this resolution will authorize the City Attorney's Office to acquire, through the use of Eminent Domain, the necessary property rights to, in, over, under, through and across the property in order to ensure the timely completion of the Project. Further, this resolution authorizes the Mayor and the City Administrator to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

ALTERNATIVES:

Do not approve this resolution and do not acquire the right of way necessary for the Encore Greenway Park and Gateway Project.

ATTACHMENTS:

1. Resolution - for presentation to the City Council
2. Declaration of Taking - for presentation to the City Council
3. Order of the City Council authorizing condemnation action - for presentation to the City Council
4. Appraiser's Affidavit - Parcel 01



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 7000 NORTH POINT PARKWAY, ALPHARETTA, GEORGIA 30022 (TAX PARCEL 12 261006870292) FOR RIGHT OF WAY, PERMANENT EASEMENT, AND TEMPORARY EASEMENT FOR PROPOSED ENCORE GREENWAY PARK AND GATEWAY PROJECT.

WHEREAS, the City of Alpharetta (the "City") has determined that it is necessary to make pedestrian walkways and modifications along the intersection of Encore Parkway and North Point Parkway, such project being known as the Encore Greenway Park and Gateway Project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Blue Ventures, LLC, located at 7000 North Point Parkway, Alpharetta, Georgia 30022 (Tax Parcel No.: 12 -261006870292) within the City of Alpharetta, Georgia (reference: Project Parcel 01), as further described and shown in Exhibit "A" attached hereto and incorporated herein by this reference; and,

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

For public purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 7000 North Point Parkway, Alpharetta, Georgia 30022 (Tax Parcel No.: 12 -261006870292) in order to ensure the timely completion of the Encore Greenway Park and Gateway Project. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[CONTINUED ON THE FOLLOWING PAGE]

[CONTINUED FROM THE PREVIOUS PAGE]

SO RESOLVED this ____ day of _____, 20____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:
sufficiency:

Lauren Shapiro, City Clerk

Approved as to form and legal



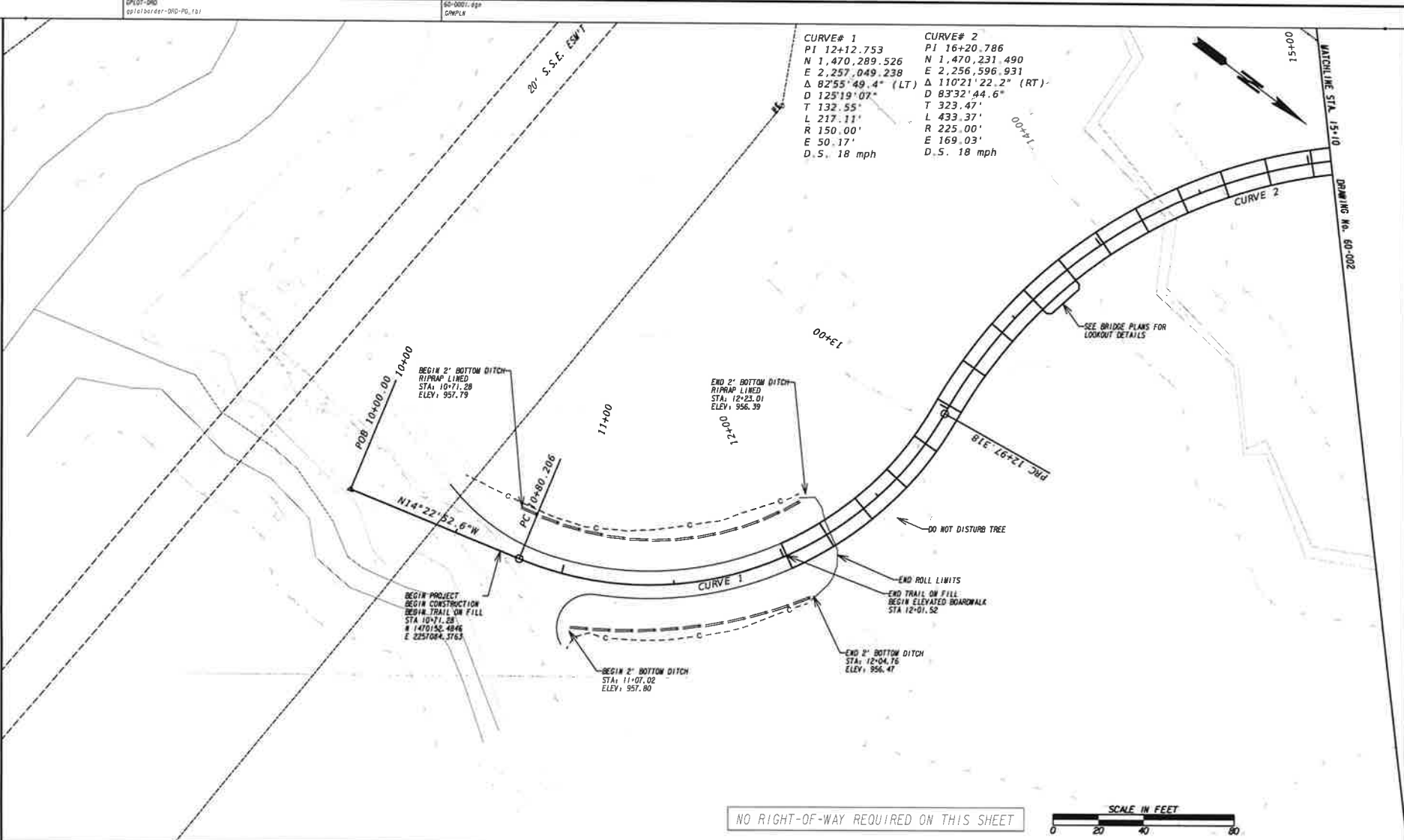
City Attorney

5/11/2024
RAB/BA

DPLOT-DWG
ap101border-DWG-P01.rvt

60-0001.dwg
DWGFILE

EXHIBIT A



NO RIGHT-OF-WAY REQUIRED ON THIS SHEET



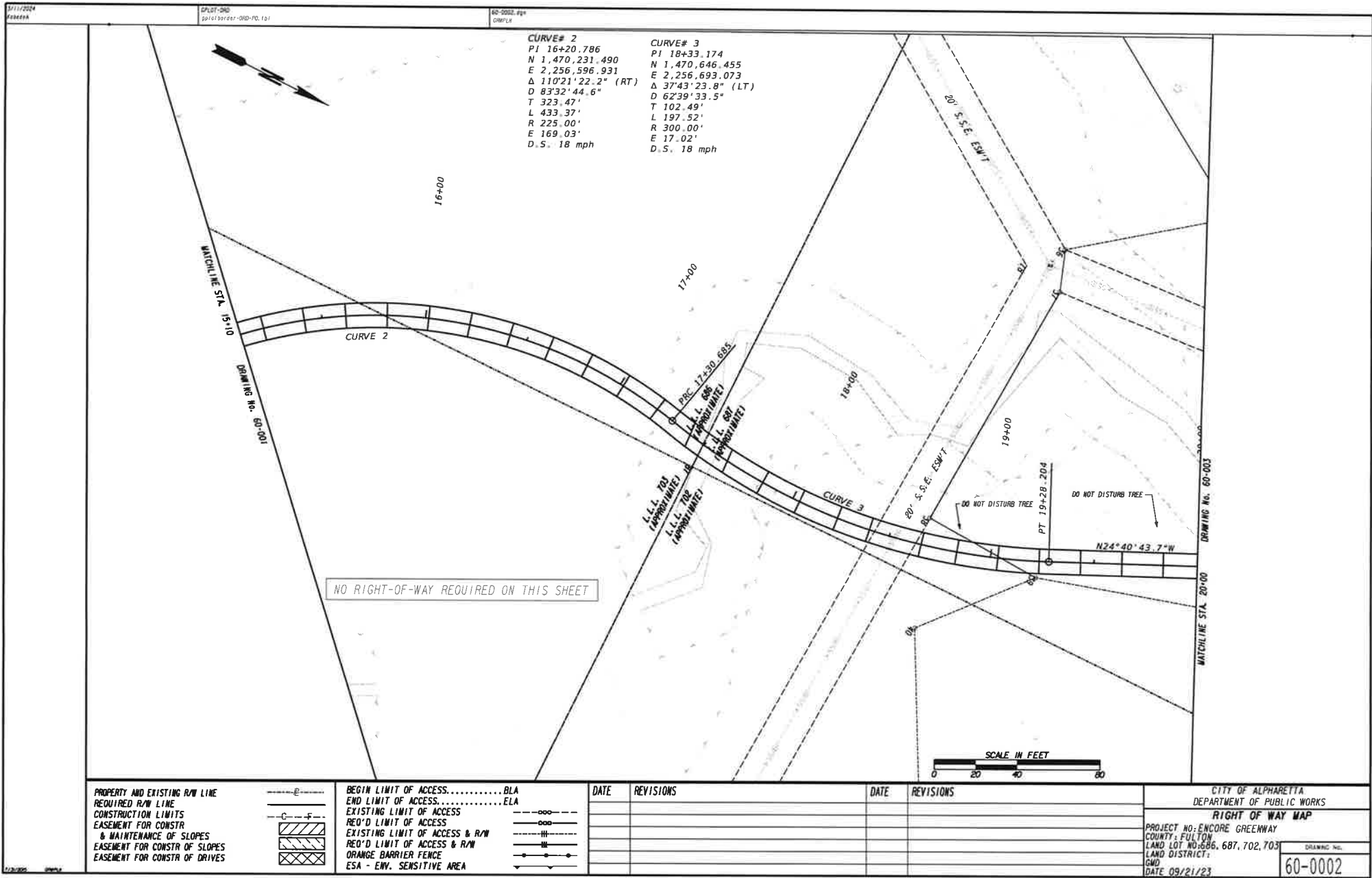
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

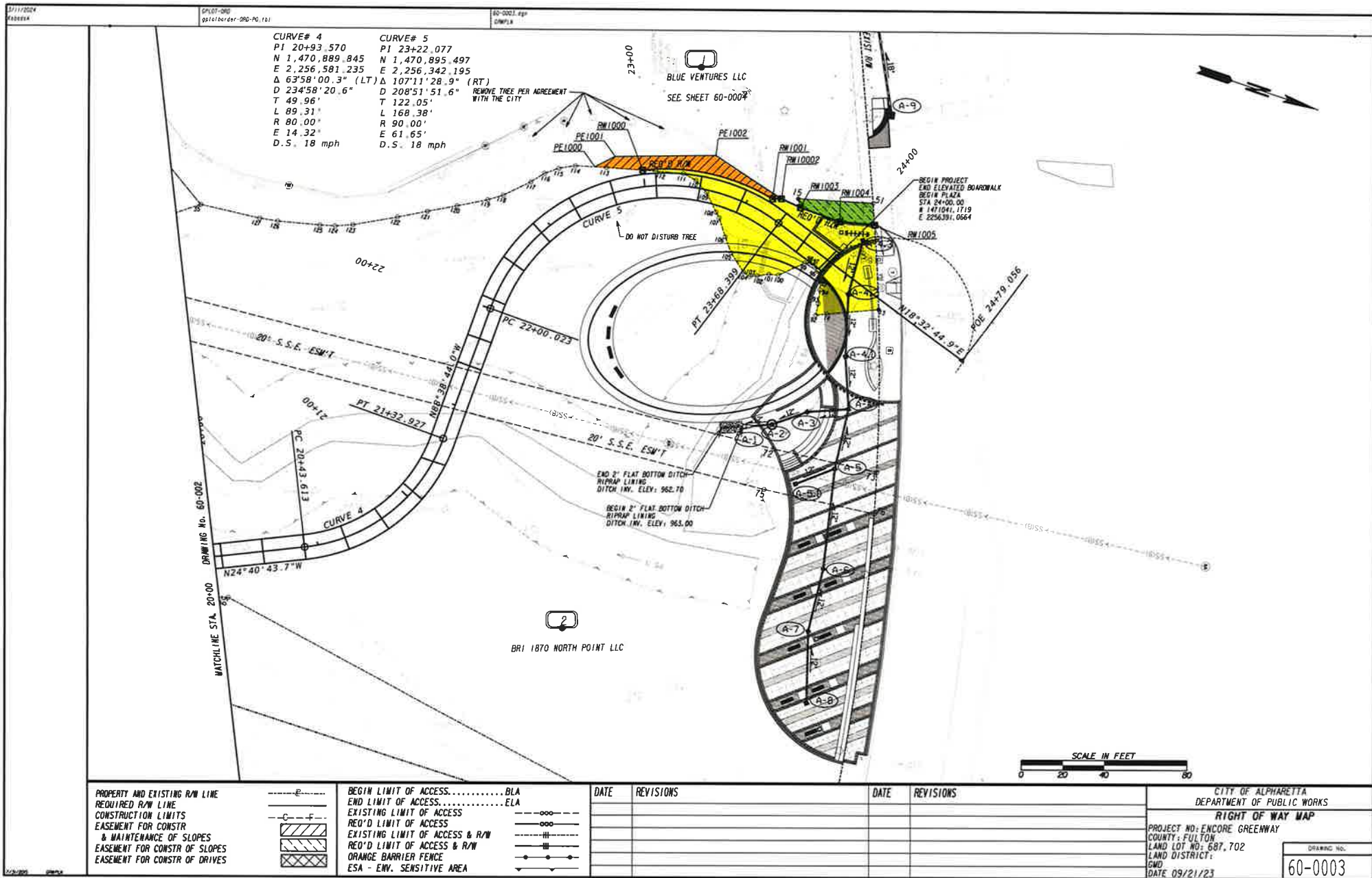
BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
RED'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
RED'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS

DATE	REVISIONS

CITY OF ALPHARETTA DEPARTMENT OF PUBLIC WORKS	
RIGHT OF WAY MAP	
PROJECT NO: ENCORE GREENWAY	
COUNTY: FULTON	
LAND LOT NO: 506, 703	
LAND DISTRICT:	
GMD	
DATE 09/21/23	
DRAWING NO.	60-0001





BLUE VENTURES LLC
SEE SHEET 60-0003

PARCEL 01 - DE1000 - REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
RW1000	8.000 L	22+99.86	ENCORE GREENWAY
ARC LENGTH = 65.34			
CHORD BEAR = N5.986°W			
LNTH CHORD = 64.14			
RADIUS = 98.00			
DEGREE = 191°48'51.1"			
RW1001	8.000 L	23+59.87	ENCORE GREENWAY
4.251 N19.134°W			
RW1002	10.333 L	23+63.01	ENCORE GREENWAY
10.058 N6.387°E			
RW1003	12.279 L	23+72.33	ENCORE GREENWAY
20.219 N1.353°E			
RW1004	18.255 L	23+91.65	ENCORE GREENWAY
16.795 N13.083°W			
RW1005	27.063 L	24+05.95	ENCORE GREENWAY
ARC LENGTH = 40.80			
CHORD BEAR = N68.921°E			
LNTH CHORD = 40.80			
RADIUS = 1040.00			
DEGREE = 18°04'29.3"			
13	4.363 R	24+31.97	ENCORE GREENWAY
25.024 S23.205°E			
14	21.026 R	24+13.30	ENCORE GREENWAY
5.442 S24.782°E			
92	24.760 R	24+09.34	ENCORE GREENWAY
5.739 S84.226°W			
93	19.531 R	24+06.97	ENCORE GREENWAY
6.614 S78.495°W			
94	13.806 R	24+03.66	ENCORE GREENWAY
4.835 S71.940°W			
95	9.924 R	24+00.78	ENCORE GREENWAY
4.546 S56.659°W			
96	7.119 R	23+97.20	ENCORE GREENWAY
2.981 S39.560°W			
97	6.050 R	23+94.42	ENCORE GREENWAY
2.432 S9.462°W			
98	6.433 R	23+92.02	ENCORE GREENWAY
2.623 S17.745°E			
99	7.986 R	23+89.90	ENCORE GREENWAY
13.784 S43.531°E			
100	20.166 R	23+83.45	ENCORE GREENWAY
4.704 S12.265°E			
101	22.575 R	23+79.41	ENCORE GREENWAY
5.721 S27.013°E			
102	26.660 R	23+75.40	ENCORE GREENWAY
3.582 S22.989°E			
103	29.035 R	23+72.72	ENCORE GREENWAY
3.666 S17.447°W			
104	29.105 R	23+69.06	ENCORE GREENWAY
11.019 S38.741°W			
105	24.580 R	23+55.03	ENCORE GREENWAY
8.186 S51.456°W			
106	18.899 R	23+47.25	ENCORE GREENWAY
9.578 S53.889°W			
107	11.437 R	23+40.01	ENCORE GREENWAY
3.123 S42.778°W			
108	9.302 R	23+37.44	ENCORE GREENWAY
10.565 S46.245°W			
109	1.236 R	23+30.18	ENCORE GREENWAY
7.714 S30.343°W			
110	3.520 L	23+24.18	ENCORE GREENWAY
6.915 S10.485°W			
111	6.115 L	23+18.09	ENCORE GREENWAY
13.365 S13.614°E			
112	7.009 L	23+05.65	ENCORE GREENWAY
6.351 S14.273°E			
RW1000	8.000 L	22+99.86	ENCORE GREENWAY
REQD R/W = 3039.869 SF			
REQD R/W = 0.070 ACRES			
REMAINDER = +/- 2.880 ACRES			

BLUE VENTURES LLC
SEE SHEET 60-0003

PARCEL 01 - PE1000 - EASMT. FOR CONST. AND MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
PE1000	14.706 L	22+80.20	ENCORE GREENWAY
10.990 N45.775°W			
PE1001	16.824 L	22+89.38	ENCORE GREENWAY
48.544 N19.134°W			
PE1002	17.244 L	23+30.56	ENCORE GREENWAY
37.930 N15.137°E			
RW1002	10.333 L	23+63.09	ENCORE GREENWAY
4.251 S19.134°E			
RW1001	8.000 L	23+59.87	ENCORE GREENWAY
ARC LENGTH = 65.34			
CHORD BEAR = S5.986°E			
LNTH CHORD = 64.14			
RADIUS = 98.00			
DEGREE = 191°48'51.1"			
RW1000	8.000 L	22+99.86	ENCORE GREENWAY
17.523 S14.273°E			
13	12.740 L	22+84.71	ENCORE GREENWAY
5.558 S15.451°E			
PE1000	14.706 L	22+80.20	ENCORE GREENWAY
REQD EASMT = 511.787 SF			
REQD EASMT = 0.012 ACRES			

BLUE VENTURES LLC
SEE SHEET 60-0003

PARCEL 1 - TE1000 - EASMT. FOR CONST. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
15	15.089 L	23+68.87	ENCORE GREENWAY
36.133 N14.991°W			
51	35.052 L	23+98.99	ENCORE GREENWAY
ARC LENGTH = 10.59			
CHORD BEAR = N67.505°E			
LNTH CHORD = 10.59			
RADIUS = 1040.00			
DEGREE = 18°04'29.4"			
RW1005	27.063 L	24+05.95	ENCORE GREENWAY
16.795 S13.083°E			
RW1004	18.255 L	23+91.65	ENCORE GREENWAY
20.219 S1.353°W			
RW1003	12.279 L	23+72.33	ENCORE GREENWAY
4.456 S57.656°W			
15	15.089 L	23+68.87	ENCORE GREENWAY
REQD EASMT = 304.944 SF			
REQD EASMT = 0.007 ACRES			

DATE	REVISIONS	DATE	REVISIONS

CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO: ENCORE GREENWAY
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GWD
DATE 09/21/23

DRAWING NO.
60-0004

EXHIBIT “A”

DECLARATION OF TAKING

WHEREAS, the City of Alpharetta, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public use purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit “A,” and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.*, and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit “A,” and made a part hereof; and

WHEREAS, the City of Alpharetta, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above referred to, a copy of the appraiser’s sworn statement being attached hereto identified as Appendix C to Exhibit “A,” and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit “A,” City of Alpharetta, Georgia estimates \$112,400.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit “A” which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, the City of Alpharetta, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit “A,” which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating,

constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

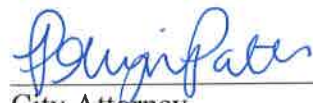
This ____ day of _____, 2024.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:



City Attorney

ORDER OF THE CITY OF ALPHARETTA, CITY COUNCIL TO CONDEMN
PROPERTY FOR PURPOSES OF ENCORE GREENWAY PARK AND GATEWAY
PROJECT

WHEREAS, the City Council for the City of Alpharetta has determined that it is necessary to make pedestrian walkways and modifications for the City of Alpharetta at parcel identification number 12 -261006870292, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking.

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights: ± 0.070 acres (3,039.869 square feet) of fee simple right of way; ± 0.012 acres (511.787 square feet) of permanent easement for the construction and maintenance of slopes required; and ± 304.944 square feet of temporary construction easement.

Owner(s): Blue Ventures, LLC

Potentially Interested

Party(s): Renasant Bank; Capital Partners Certified Development Company;
U.S. Small Business Administration; Georgia Power Company;
Tax Commissioner of Fulton County, Georgia; Probate Court
Judge of Fulton County, Georgia.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the City Council for the City of Alpharetta that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for road, bike and pedestrian improvements.

IT IS ORDERED that the City of Alpharetta proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking by condemnation under the provisions of said Code, and that the City Attorney or its designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

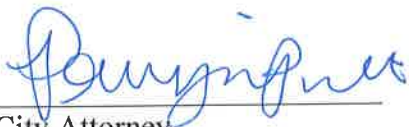
SO ORDERED by the City of Alpharetta City Council, this ____ day of _____ 2024.

JIM GILVIN, MAYOR
City of Alpharetta, Georgia

ATTEST:

Lauren Shapiro, City Clerk

APPROVED AS TO FORM:



City Attorney

APPENDIX "C" TO EXHIBIT "A"

GEORGIA, GREENE COUNTY

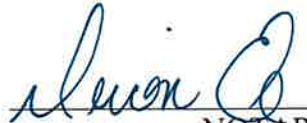
Personally comes, Gregory N. Malcolm, residing at 2130 Armour Bridge Road, Greensboro, GA 30642.

1. Affiant was employed by the City of Alpharetta to appraise Tax Parcel No. 012261006870292 of the right of way and rights required for construction of Encore Greenway Park in Fulton County, Georgia for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$112,400.00.


APPRAISER

Sworn to and subscribed before me,
this 16 day of September, 2024.



NOTARY PUBLIC
My commission expires 04-05-2027



Encore Greenway Park – Tax Parcel 12261006870292



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: October 7, 2024

AGENDA ITEM:

Premises Use Agreement: Wire & Wood 2024

Consideration of approval of the premises usage agreement between the City of Alpharetta and Alpharetta First Methodist Church, Inc., located at 59 North Main Street, permitting the use of parking lot for Wire & Wood 2024.

STAFF RECOMMENDATION:

Approve, as presented, the premise usage agreement for the Alpharetta First Methodist Church, Inc. parking lot for Wire & Wood 2024 performers.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

Background:

As in years past, the City of Alpharetta is requesting a usage agreement for the Alpharetta First Methodist Church, Inc. parking lot for the annual Wire & Wood event on October 11th from 9:00 a.m. to 11:00 p.m. and October 12th from 11:00 a.m. to 11:00 p.m. Due to the attendance of this event, it is required to accommodate parking for performers at the event.

Recommendation Explanation:

If the Mayor and Council approve the agreement presented, Staff will proceed with issuing the document for signatures.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Deny approval of the premises usage agreement.

ATTACHMENTS:

1. AM CHURCH Use Agreement-Wire and Wood 2024

PREMISES USAGE AGREEMENT

This Premises Usage Agreement (“Agreement”) is entered into this 19th Day of September 2024 by and between Alpharetta First Methodist Church, Inc. (“AM CHURCH”) and City of Alpharetta (“Grantee”).

Scope of Permitted Use

Subject to the terms and conditions set forth below, AM CHURCH hereby grants Grantee a revocable right to use the AM CHURCH Student Center Lot located at 59 North Main Street, Alpharetta, Georgia (“Premises”), for the purpose of parking 20-30 vehicles belonging to artists performing for Wire and Wood Festival. (“Permitted Use”). Grantee’s use of the Premises shall at all times be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit A.

Term of Agreement

Grantee shall be permitted to use the Premises Friday October 11, 2024, 9 a.m. - 11 p.m. and Saturday October 12, 2024, 11 a.m. - 11 p.m. See attached campus map delineating the parking spots available.

Grantee acknowledges that AM CHURCH uses the Premises at various dates and times for religious services, weddings, funerals, youth, administrative activities and related reasons, and AM CHURCH may preempt Grantee’s use of the Premises at any time and for any reason upon notice to Grantee.

Either party shall have the right to terminate this Agreement and revoke the right of use at any time, for any reason, or for no reason, and termination of the Agreement shall be effective upon one party providing notice of termination to the other.

Insurance

Grantee shall provide and keep in force during the term of this Agreement, for the benefit of AM CHURCH or any other persons or entities designated by AM CHURCH, comprehensive general liability insurance provided by a company selected by Grantee and satisfactory to AM CHURCH, for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interests of AM CHURCH and Grantee and any designees of AM CHURCH. Grantee shall deliver certificates of such insurance to AM CHURCH before using the Premises, and in any event, within 30 days after the signing of this Agreement. All such policies shall include a provision that AM CHURCH shall receive at least thirty (30) days advance notice prior to material changes or cancellation thereof.

Delivery of Premises and Alterations

Grantee agrees to use of the Premises in “as is” condition without any obligation of AM CHURCH to make any repairs, alterations, or modifications to the Premises. Grantee shall not make any alterations or modifications to the Premises unless approved in advance in writing by AM CHURCH.

Maintenance of Premises

Grantee shall at all times keep and maintain the Premises and the furniture and equipment therein, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition and in accordance with the Rules and Regulations attached hereto and incorporated herein as Exhibit A. Grantee shall be liable to AM CHURCH for damage to AM CHURCH property resulting from Grantee's use of the Premises. If additional clean up is required by the Maintenance staff a fee of \$30 per hour.

Assignment

Grantee shall not assign this Agreement, nor permit use of the Premises by anyone other than Grantee.

Indemnification

Grantee shall use the Premises at Grantee's sole risk. Grantee shall keep the Premises free of all liens and claims of lien that may arise from any act or omission on the part of Grantee. Grantee shall indemnify, defend and hold harmless AM CHURCH, and AM CHURCH's contractors, employees, agents and invitees, from all claims, damages, or liabilities for injury to persons or property, including, without limitation, reasonable attorney's fees which may arise out of Grantee's use of the Premises. Grantee shall and does hereby release AM CHURCH from and against all claims of any nature arising out of or related to Grantee's use of the Premises. This paragraph shall survive termination of this Agreement.

Entire Agreement

This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.

Limited Right of Use

This Agreement grants a limited and specified personal right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either party under this Agreement or in reliance upon this Agreement, does and shall not create or convey a partnership, joint venture, lease, easement, estate or property interest between the parties. By entering into this Agreement and permitting your use of the Premise, AM CHURCH does not in any way endorse Grantee's organization. By entering into this Agreement and permitting your use of the Premise, AM CHURCH does not grant Grantee permission to advertise your use of the Premises (or any related event) at AM CHURCH church services, in church publications, in the church bulletin, on the church website, or on the AM CHURCH signs.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

Time is of the Essence

Time is of the essence of this Agreement.

ALPHARETTA FIRST METHODIST
CHURCH, INC. ("AM CHURCH")

By: _____

Name/Title: Christ Day, Executive Pastor

Date: _____

CITY OF ALPHARETTA
("GRANTEE")

By: _____

Name/Title: Jim Gilvin, Mayor

Date: _____

APPROVED AS TO SUBSTANCE:

By: _____

Name/Title: Chris Lagerbloom, City Administrator

Date: _____

APPROVED AS TO FORM:

By: _____

Name/Title: Jennifer McCall, City Attorney

Date: _____

EXHIBIT A: RULES AND REGULATIONS

As a condition of this Agreement, Grantee shall prevent the following list of prohibited activities or uses of the Premises:

1. Use of the Premises for any illegal purpose.
2. Use which creates fire, explosive or environmental hazards.
3. Use which generates, stores, treats, disposes of, installs or otherwise causes or permits any Hazardous Substances to be brought upon or kept or used in or on the Premises.
4. Use which creates or permits a nuisance or trespass.
5. Use which produces, reproduces or transmits any sounds or vibrations which may be heard, seen or experienced, or are audible or detectable, outside the Premises.
6. Use which produces, emanates or transmits odors, fumes, dust or vapors which are detectable outside the Premises, or which are strong, unusual, offensive or otherwise objectionable.
7. Use or occupancy by any person under the age of 18 without adequate adult supervision.
8. Smoking in any building on the Premises.
9. Consumption of alcoholic beverages or controlled substances anywhere on the Premises.
10. Food or drink in the sanctuary or narthex (front entrance of sanctuary).
11. Moving or relocating any AM CHURCH religious symbols, paintings, wall hangings, portraits, etc. from their existing location.
12. Use which, in the reasonable judgment of AM CHURCH, impairs or adversely affects the character, reputation or appearance of the church or Premises.

As a condition of this Agreement, Grantee shall adhere to the following requirements for use of the Premises:

1. If any furniture or equipment of AM CHURCH is moved or repositioned by as a result of use by Grantee, then Grantee shall return all furniture and equipment back to its original location and position before it was moved.
2. Grantee shall reset the heat or air according to posted directions, turn off lights, and close the door when leaving a classroom.
3. Grantee shall leave rooms clean and ready for the next group.
4. Grantee is responsible for any damages to AM CHURCH property.
5. In case of an emergency, call "911" and request assistance. Dial 9 for an outside line.
6. The undersigned shall immediately report any problems with AM CHURCH equipment or facilities to the custodian if there is one on site and/or to the Maintenance Department at 678.867.7522.

GRANTEE:

By: _____

Title: _____

Date: _____

Please sign and return copy and Security
Deposit to:
AM CHURCH
C/O Laura Malek
Database and Scheduling Coordinator
69 N. Main Street
Alpharetta, GA 30004





STAFF REPORT

Department: Information Technology
Submitted By: Adam Montgomery
Meeting Date: October 7, 2024

AGENDA ITEM:

Purchase Approval: Annual Workstation Equipment Replacement

Consideration of purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of \$215,000.00.

STAFF RECOMMENDATION:

Approve the request to purchase workstation equipment for the annual replacement of technology for all city departments in fiscal year 2025 in the amount of \$215,000.00.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
TECHNOLOGY REPLACEMENT/30117400-542400-C1313	\$215,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
TECHNOLOGY REPLACEMENT/30117400-542400-C1313	\$215,000.00

ITEM DESCRIPTION:

Background Information

This request is to provide for the annual replacement of workstation equipment for all city departments. Starting in fiscal year 2021, the city began an effort to replace desktops with laptops. This process continues as we have seen the benefits to the employee and the city of having a mobile workstation. The current city standards for workstation equipment replacement (based on funding availability) are as follows: desktops and laptops (4 years) and monitors (8 years). The refresh of IT equipment is scheduled throughout the fiscal year and is allocated to the most essential needs first. Currently, the fleet has approximately 524 desktops and laptops that support our employees. While not every employee is assigned a computer, where needed, several have a laptop and desktop. We also have many computers used for training or shared use among the departments, including several public kiosk computers. 24%, or 129, will be replaced this year, which aligns with a four-year schedule. This year's equipment replacement includes the items below and a breakdown of the costs.

	Unit Price	Qty	Total Price
Latitude Laptop	\$1,400.00	91	\$127,400.00
911 Laptop	\$1,700.00	5	\$8,500.00
Precision Laptop	\$2,900.00	13	\$37,700.00
OptiPlex AIO Desktop	\$1,600.00	12	\$19,200.00

OptiPlex Micro Desktop	\$1,200.00	5	\$6,000.00
Precision Desktop	\$2,400.00	3	\$7,200.00
Precision Laptop Dock	\$205.00	8	\$1,640.00
Monitor	\$155.00	23	\$3,565.00
Hub Monitor	\$220.00	5	\$1,100.00
Misc. Equipment			\$2,695.00
		FY25 Total:	\$215,000.00

Budgeting

As in prior years, funding for technology replacement is placed in one capital project account to allow for more efficient management. The main component of the technology replacement account is funding for workstation and mobile equipment replacement. This request for \$215,000.00 is within the fiscal year 2025 budget.

Procurement

Workstation equipment refresh will be procured through Dell Marketing, Inc. using State of Georgia technology contract 99999-SPD-SPD0000161-0004. This provides consistency of platform for management, operations, and maintenance as Dell is recognized as a leader in enterprise-class workstation and endpoint equipment. A copy of the state contract is attached.

ALTERNATIVES:

Do not procure workstation equipment replacement in fiscal year 2025. This is not recommended as workstations will enter a fifth year out of warranty and more prone to failure.

ATTACHMENTS:

1. Dell 99999-SPD0000161-04

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title End-User Computing	Solicitation Number 99999-SPD0000161	Contract Number 99999-SPD-SPD0000161-00 ⁰⁴ ₁₁
---	--	---

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services

(hereafter called Agency)

Contractor's Name
Dell Marketing L.P.

(hereafter called Contractor)

2. Contract to Begin: Date of Last Contract Signature	Date of Completion: June 2, 2021	Renewals: Five (5) One-Year Options to Renew
---	--	--

3. Performance Bond, if any: NONE	Other Bonds, if any: NONE
---	-------------------------------------

4. Authorized Person to Receive Contract Notices for Agency: Dr. Carl Hall Contract Management Manager Georgia Department of Administrative Services State Purchasing Division 200 Piedmont Avenue, SW, Suite 1308 West Tower Atlanta, GA 30334	Authorized Person to Receive Contract Notices for Contractor: Katherine Dunay Contract Program Manager Dell Marketing LP One Dell Way, RR1-33 Round Rock, TX 78682
---	--

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Products and Ancillary Services**

Exhibit 1A. Reserved

Exhibit 1B. Reserved

Attachment 2: **Solicitation (referenced above)**

Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Dell Marketing L.P.

By (Authorized Signature)

Charlene L. Wilkinson

Date Signed

4/29/2019

Printed Name and Title of Person Signing

Charlene L. Wilkinson, Commercial Counsel

Address

**One Dell Way, RR1-33
Round Rock, TX 78682**

7.

Agency

Agency Name

Georgia Department of Administrative Services

By (Authorized Signature)

Lisa Eason

Date Signed

June 3, 2019

Printed Name and Title of Person Signing

Lisa Eason, Deputy Commissioner, State Purchasing Division

Address

200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Products and Ancillary Services**

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.
- (v) **"Purchase Instrument"** means the documentation issued by the User Agencies to the Contractor for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of

identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract.

2. **Certified Source of Supply and Ancillary Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the equipment and the services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services including, but not limited to, license terms for any Contractor-branded software provided by Contractor pursuant to this Statewide Contract. Notwithstanding anything to the contrary in this Statewide Contract, Contractor as a reseller of third-party software is not authorized to modify the third-party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable license agreement provided with the software.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified products, software, and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all software, products, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those software, products, services and deliverables as may additionally be described in the Response.
2. **Software Licenses.** For all Contractor-branded software and, to the extent allowed by applicable publisher's end user license agreement, all third party software, Contractor shall provide software licenses in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a non-exclusive, non-assignable, royalty free license and/or sublicense to use, execute, maintain, reproduce, display, and perform copies of software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. Without limiting the generality of the foregoing, such rights shall include copying rights granted to "owners of copies" under federal copyright laws of the United States, plus copying:
 - (i) For backup, archive or emergency restart purposes;
 - (ii) For disaster recovery and disaster recovery testing purposes;
 - (iii) To migrate the software for use on other computers and/or hardware;
 - (iv) In order to facilitate installation and distribution of the software; and
 - (v) To store the software at any off premise location which the User Agencies use for storage purposes.

As a reseller of third party software, Contractor is not authorized to modify the third party license agreement or to directly license such software. All third party software will be licensed subject to the terms of the applicable license agreement provided with the third party software.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:
 - (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;
 - (ii) Create derivative works based on the software;
 - (iii) Reverse engineer, disassemble, or decompile the software; or
 - (iv) Remove any identification or notices contained on the software.

4. Bankruptcy.

- (i) **Notice of Insolvency.** Contractor shall provide DOAS and, if requested by DOAS, User Agencies, with written notice within five (5) business days of Contractor or Contractor's knowledge of a third-party licensor's petition in bankruptcy or insolvency or upon any other proceeding or action by or against a third-party licensor under the relevant law on

insolvency or bankruptcy, or after the making by third-party licensor of any assignment or attempted assignment for the benefit of creditors or upon or after the institution of any proceedings for the liquidation or winding up of third-party licensor's business or for the termination of its corporate charter.

- (ii) **Rejection of Executory License.** The Parties agree that the Software is "intellectual property" as defined in Section § 101(35A) of the U.S. Bankruptcy Code. Upon the filing by Contractor or a third-party licensor of a petition in bankruptcy or insolvency or upon any other proceeding or action by or against the third-party licensor under the relevant law on insolvency or bankruptcy, this Statewide Contract shall be governed by Section 365(n) of the U.S. Bankruptcy Code. If any person seeks to reject this Statewide Contract pursuant to bankruptcy law, User Agencies shall have the option of using the Contractor-branded Software and, to the extent permitted by the applicable third-party software licensing terms, such third-party software, for either the original term of the applicable software license or a period of five years after rejection is requested.

5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

6. **Delivery and Acceptance.** Unless the RFX requires otherwise, all products shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered and accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.

- (i) **Fixed Pricing Services.** Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.
- (ii) **Time and Materials Services.** Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.
- (iii) **Acceptance Process.** Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of such deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. User Agency must provide notice of the rejection of

a deliverable within a reasonable period of time as agreed between Contractor and User Agency, except that User Agency shall have thirty (30) days from the date of Contractor's submission of the deliverable or Contractor's demonstration of the deliverable, whichever occurs last. User Agency's failure to either accept or reject a deliverable within the acceptance time period shall not constitute automatic acceptance of the deliverable; however, the User Agency shall be in default of this Statewide Contract. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing such cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained herein shall limit the warranties and representations and the available remedies set forth in this Statewide Contract.

7. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide products, software, and services similar to the products, software, and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar products, software, and services from other contractors.
8. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are firm and fixed and are not subject to variation for the duration of the Statewide Contract unless Agency agrees to a change during a contract renewal period as further described in the RFX. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, individual invoices for the products, software, and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears within thirty (30) days of the date of an undisputed invoice, subject to acceptance as specified in Section C(5)(iii) above, and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide

Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any order of \$250,000.00 or more. User Agency shall release the Retainage to Contractor only upon final and complete delivery of all products, software and services as defined in the Purchase Instrument and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.
4. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any product, software or service as required by the Statewide Contract, the Contractor shall not be entitled to any compensation which represents payment for such product, software or service under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for software, products, and/or services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver as required by the terms of the Statewide Contract and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agencies to procure replacement products or services, then User Agencies may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price for such replacement product or alternative services. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
5. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.
6. **Leasing and Financing.** For the products, software and services Contractor is authorized to provide pursuant to this Statewide Contract, Contractor (or a third party selected by Contractor and pre-approved in writing by Agency) is authorized to offer leasing or financing options to Authorized Users provided any such lease or finance transaction entered into shall be subject to the terms of this Statewide Contract and shall occur using a standard, pre-approved leasing or financing template, as applicable, mutually acceptable to Agency and Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

- (i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - b. Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

- c. The Contractor fails to comply with confidentiality laws or provisions; and/or
 - d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
- (ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
- a. The Contractor fails to deliver or has delivered nonconforming software, products and/or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - f. The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
 - g. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
- (iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
- (iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, with the exception of Force Majeure event, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within thirty (30) days of Contractor's receipt of the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) Procure substitute software, products and/or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

- (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase, lease or financing purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.
- (ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, lease or financing purchase in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide

Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor.

5. **User Agency Leases and Financing Agreements Survive Termination of the Statewide Contract.** Upon expiration of the Statewide Contract or in the event of termination of the Statewide Contract for any reason by the Agency, User Agency leases and financing agreements, if any, entered into under this Statewide Contract shall survive and continue in accordance with the terms and conditions of this Statewide Contract and each User Agency's lease and financing agreement. Contractor shall continue to perform its obligations and honor the terms, conditions and pricing as set forth in the User Agency lease and financing agreements as applicable until the expiration or termination of such agreements. Upon expiration or termination of the Statewide Contract, User Agencies may, at their sole discretion, elect to exercise any remaining renewal options for existing lease or financing agreements, if any, in accordance with the terms of the agreements; however, no lease or financing agreement shall be extended beyond the total duration of the lease or financing agreement as established at the time the Statewide Contract expires or is terminated unless otherwise approved by the Agency.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** Each of the party's employees, agents and subcontractors may have access to confidential data of the other party, including, but not limited, personally identifiable information, maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. Contractor information provided to Agency or User Agencies under this Statewide Contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. No later than ten (10) days from the date this Statewide Contract is fully executed, to the extent allowed by and subject to the requirements of the State of Georgia Open Records law and the State of Georgia Purchasing Act, each party shall comply with the following requirements:
- (i) Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Statewide Contract, and shared with employees, agents or contractors with a need to know such information to support that purpose.
 - (ii) Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential.

- (iii) Contractor shall maintain and provide to the State, if requested, a written description of the Contractor's policies and procedures to safeguard confidential information;
- (iv) Each party's policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (v) The Contractor's designated Contractor Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of Section F, Confidential Information; and
- (vi) Each party shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

Agency's or User Agencies' private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as required by law or with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to the Contractor for purposes of performing pursuant to this Statewide Contract shall remain the property of the Agency or User Agencies as applicable. Any data specifically created by the Contractor for Agency or User Agencies during the performance of this Statewide Contract and specifically identified in a Statement of Work shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** Each party shall immediately report in writing to the other party any unauthorized disclosure of confidential information. In the event of unauthorized disclosure by Contractor of the State's confidential information, then Contractor, at no additional cost to DOAS or Agencies, shall be responsible for providing any and all notices required by law.
5. **Survives Termination.** Both parties' confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and (collectively, "Indemnified Parties") from any and all third party costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- (i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor resulting in personal injury or death or damage to real property or tangible personal property;
- (ii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Contractor branded products or any parts thereof provided in Contractor branded products under the Statewide Contract;
- (iii) Claims, demands, or lawsuits that, with respect to the Contractor branded products or any parts thereof provided in Contractor branded products, allege product liability, strict product liability, or any variation thereof;
- (iv) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- (v) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
- (vi) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- (vii) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractor's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified Parties.

Notwithstanding anything to contrary herein, non-Contractor branded software, products and services are provided subject to the third party manufacturer or licensor's applicable software license and warranty. For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights, that Contractor currently or subsequently has in place with the manufacturer or publisher.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or

compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. Patent/Copyright Infringement Indemnification.

With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification.

With respect to third party claims, Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Contractor branded products or software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Contractor branded products or software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) If neither (i) or (ii) is reasonably achievable, remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software or hardware in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of an allegedly infringing version of the software, if the alleged infringement could have been avoided by use of a different version made available to the Indemnified Party at no additional cost;
- (iv) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;

- (v) Any modification to hardware or software made by User Agency; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

For any non-Contractor branded software, products or services, Contractor agrees to flow down any indemnification protection and intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to Agency or User Agencies.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the insurable indemnification obligations set forth in the Statewide Contract throughout the duration of the Statewide Contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured under the Commercial General Liability policy as respects insurable liabilities assumed by Contractor under this Statewide Contract. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage for insurable liabilities applicable to the Statewide Contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability,

The Contractor is required to maintain the following insurance coverage's during the term of the Statewide Contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

3) Automobile Liability

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the Statewide Contract

Combined Single Limit \$1,000,000

4) Errors and Omissions Limit \$2,000,000

5) Commercial Umbrella Limit \$2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the named insured. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with Agency prior to commencement of any work under the statewide contract and remain in effect for the duration of the Statewide Contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to Agency, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the Contractor must procure the required insurance and provide Agency with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.

All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the software, products and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Contractor branded software, products and services provided by the Contractor. If permissible under the applicable third party manufacturers' and third party software publishers' agreement, Contractor shall assign and pass through to the State all applicable third party product manufacturers' and third party software publishers' warranties, covenant and indemnification provisions to the extent permissible under Contractor's agreement with the applicable third party. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

2. **Warranty – Nonconforming Software, Products or Services.** All Contractor-branded software, products and services delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any software, products or services offered by the Contractor are found to be defective in material or workmanship, or do not conform to manufacturer's or publisher's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective software, products or services at Contractor's expense in accordance with the terms of the applicable warranty or Dell Return Policy in effect at the time of purchase. Payment for such defective software, products or services shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Contractor branded products provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986, to the extent such requirements are applicable to the subject product.
4. **Originality and Title to Concepts, Materials, and Products Produced.** Contractor represents and warrants that all the concepts, materials, software, products and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, software, products and works. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, products and services contemplated by the Statewide Contract.

Notwithstanding anything to the contrary in the foregoing, to the maximum extent permitted by law, Non-Contractor branded products and services are provided subject to the third party manufacturer's or licensor's applicable software license and warranty. Contractor agrees to pass through to purchaser any indemnification or warranty provided by the manufacturer or licensor with respect to intellectual property infringement or indemnification to the extent permissible under Contractor's agreement with the applicable third party.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the software, products and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or

encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services. If the Agency or User Agencies believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person (provided the request is not illegal under the circumstances) with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Statewide Contract.

11. **State Security.** Agency requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to Agency of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the products are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such products be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including Exhibits 1A and 1B and any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

- (i) Local license or permit requirements;

- (ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and
- (iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies to items (i) and (ii) below and Contractor will use commercially reasonable efforts to ensure processes are in place to obtain requested certifications under item (iii) below from subcontractors. In addition, Contractor requires all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and

reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is actually received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing software, products and services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce products provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed \$10,000,000.00 (Ten Million U.S. Dollars) or the total amount paid to Contractor for its performance under this Statewide Contract, whichever amount is greater, but not to exceed 125% of the total amount paid to Contractor during the prior 12 months of this Statewide Contractor for its performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other tangible property due to Contractor's negligent or intentional and willful wrongful act or omission while such equipment or other tangible property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER. NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM OR NETWORK OR THE RECOVERY OF SUCH, PROVIDED THAT (i) THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING DIRECTLY FROM A PARTY'S INTENTIONAL WRONGFUL ACTS OR A PARTY'S FAILURE TO BACK-UP DATA IF SUCH PARTY SPECIFICALLY AGREES WITHIN A STATEMENT OF WORK TO BE RESPONSIBLE FOR BACKING-UP DATA AND (3) LOSS OF BUSINESS OPPORTUNITY (4) BUSINESS INTERRUPTION OR DOWNTIME.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor 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 carrying out the expressed intention of the Statewide Contract.
- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



EXHIBIT 1A
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR END USER COMPUTING

User Agency Leasing Agreement

RESERVED



EXHIBIT 1B
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
Standard Amendment to End User License Agreements for Commercial Off-the-Shelf Software
RESERVED

COMPUTING: PERCENTAGE DISCOUNT OFF LIST PRICE

EFFECTIVE DATE 6/17/2019

DELL MARKETING LP		
<u>Products</u>	Standard Discount% Off List Price	Education Discount% Off List Price
Category A		
<u>Desktops</u>	13%	15%
<i>Peripherals</i>	5%	5%
<i>Accessories</i>	5%	5%
<i>Services</i>	0%	0%
Category A		
<u>Laptops</u>	13%	15%
<i>Peripherals</i>	5%	5%
<i>Accessories</i>	5%	5%
<i>Services</i>	0%	0%
Category A		
<u>Tablets</u>	13%	15%
<i>Peripherals</i>	5%	5%
<i>Accessories</i>	5%	5%
<i>Services</i>	0%	0%
Category B		
<i>Ruggedized Computing</i>	13%	15%
<i>Peripherals</i>	5%	5%
<i>Accessories</i>	5%	5%
<i>Services</i>	0%	0%
Category C		
<i>Thin Clients</i>	13%	15%
<i>Peripherals</i>	5%	5%
<i>Accessories</i>	5%	5%
<i>Services</i>	0%	0%
Category E		
<i>Peripherals</i>	13%	15%
<i>Accessories</i>	13%	15%
<i>Services</i>	0%	0%

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

19959
Federal Work Authorization User Identification Number

10/29/2007
Date of Authorization

Dell Inc
Name of Contractor

State of Georgia Software Agreement Renewal
Name of Project

State of Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

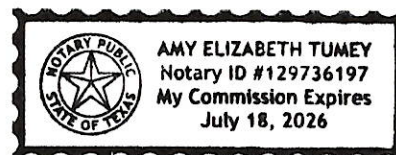
Executed on March, 21, 2023 in Round Rock (city), Texas (state).

D'Ann Autrey
Signature of Authorized Officer or Agent

Advisor, HR Compliance
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF March, 2023.

Amy Tumey
NOTARY PUBLIC
My Commission Expires: July 18, 2026





**CONTRACT AMENDMENT # 4
RENEWAL # 3
REMAINING RENEWALS # 2**

This amendment by and between the Supplier 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 renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2022 – 06/02/2023

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 RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2023
End Date of New Contract Term:	06/02/2024

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 renew/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)	Dell Marketing LP
Authorized Signature:	<i>Katherine Castillo</i>
Printed Name and Title of Person Signing:	Katherine Castillo Paralegal Advisor
Date:	May 15, 2023
Company Address:	

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/15/2023
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010



Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000161-0004	NIGP Code	20410, 20442, 20448, 20453, 20454, 20455, 20460, 20468, 92007, 92031, 92047, 93921
Name of Contract	End-User Computing		
Effective Date	June 3, 2019	Expiration Date	June 2, 2024
Contract Table of Contents			
Suppliers Awarded	8	Contract Information:	Convenience
Contract Information for Supplier			Page Number
<u>Dell Marketing, LP</u>			2
Additional Contract Information			
<u>General Contract Information</u>			3-4
<u>Contract Renewals/ Extensions/ Changes</u>			5
<u>DOAS Contact Information</u>			6



Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000161-0004
PeopleSoft Supplier Number	0000015689
Supplier Name & Address	
Dell Marketing L.P. One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Katherine_Dunay@dell.com Phone: (512) 723-0818	
Contact Details	
Ordering Information	Donna Crim Account Executive Donna.crim@dell.com Phone: (404) 731-4824
Remitting Information	P. O. Box 534118 Atlanta, GA 30353-4118
Discounts	See Supplier Percentage Discount sheet
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current

	policies governing the Purchasing Card program.
--	---

General Contract Information

The purpose of this contract is to provide a Statewide source of supply and services for End-User Computing. The equipment and services pursuant to this contract have been awarded the following four Categories:

Category A	Desktops, Laptops, Tablets (including associated accessories and peripherals for each).
Category B	Ruggedized Computing Devices (including associated accessories and peripherals).
Category C	Thin Client (including associated accessories and peripherals)
Category E	PC Peripherals and Accessories (Printers are not within the scope of this contract award).

Please Note the following is not available:

Category D	Virtual Reality (was not awarded under this statewide contract).
------------	--

See the Percentage Discount Off List Price document for Category pricing. All discounts shown are minimum discounts, and Suppliers may provide additional or deeper discounts to State and Local agencies under the Statewide Contract.

State entities should ask for "Academic Pricing" if obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization. Academic organizations receive significantly lower prices or significantly deeper discounts from many hardware manufacturers.

State entities must place a purchase order prior to acquiring hardware or services.



Awarded Category:

Dell Marketing L. P.B has been awarded the following Categories:

Category A – Desktops, Laptops, Tablets

Category B – Ruggedized Computing

Category C – Thin Clients

Category E – Peripherals and Accessories

Ordering Instructions:

Statewide Contract Number: 99999-SPD-SPD0000161-0004 – Dell Computers

How to Purchase

1. Review the Supplier's Percentage Discount (applicable to product and awarded category). For Percentage Discount Off List Price, see attachment. All percentage discounts shown are minimum discounts. Supplier may provide additional or increased discount % to State and Local agencies under the Statewide Contract.
2. Contact Supplier directly for possible bulk pricing/discounts.
3. You may view the Supplier products and pricing by accessing Team Georgia Marketplace.
4. You may order the Supplier products by accessing Team Georgia Marketplace. You may also order by contacting the Supplier directly, or if applicable, by contacting their approved Reseller.
5. Purchase Orders must reflect the Supplier and contract number.
6. Payments are to be remitted to the Supplier referencing the contract number.

How to Lease:

1. Complete the MANDATORY User Agency Lease Agreement, located on Team Georgia Marketplace **(This is the only approved Lease Agreement)**. Lease Options Available: 24 months, 36 months, 48 months, 60 months.
2. Contact the awarded statewide supplier.



Supplier Name	Awarded Category	TGM Catalog	Order Direct	Reseller as of 06/17/2019	Leasing
ByteSpeed Computers	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No	Yes
CDW Government, LLC	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
Dell Marketing. L.P	Category A: Desktops and Laptops, Category B: Ruggedized Computing Devices Category C: Thin Client Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
GovConnection, Inc.	Category E: PC Peripherals and Accessories	Information Only	Yes	No	No
HP, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Lenovo - United States, Inc.	Category A: Desktops and Laptops, Category E: PC Peripherals and Accessories	Information Only	Yes	No*	No
Panasonic Corporation of North America	Category B: Ruggedized Computing Devices	Information Only	Yes	No*	Yes
Howard Industries, Inc.	Category A: Laptops	Information Only	Yes	No	Yes
* Reseller certification in progress. Details will be provided.					

How to Pay:

The items on this contract should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program manager at cardprograms@doas.ga.gov.

For detailed P-card Information, visit the State's P-card web site at: <http://doas.ga.gov/state-purchasing/statewide-card-programs/purchasing-cards>



Changes/Renewals/Extensions

Renewal #1	June 3, 2021 - June 4, 2022
Renewal #2	June 3, 2022 - June 2, 2023
Renewal #3	June 3, 2023 - June 2, 2024

DOAS Contact Information

Donnie Treadway

Contract Management Specialist

donnie.treadway@doas.ga.gov

(404) 463-0824

For Team Georgia Marketplace questions

Procurement Help Desk

(404) 657-6000

procurementhelp@doas.ga.gov



**CONTRACT AMENDMENT # 5
RENEWAL # 4
REMAINING RENEWALS # 1**

This amendment by and between the Supplier 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 renewal option, this written document shall serve as such Notice of Award Amendment.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services ("DOAS")
Supplier's Full Legal Name:	DELL MARKETING LP
Contract No.:	99999-SPD-SPD0000161-0004
Solicitation No./Event ID:	99999-SPD0000161
Solicitation Title/Event Name:	End-User Computing
Contract Award Date:	06/03/2019
Current Contract Term:	06/03/2023 – 06/02/2024

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 RENEWAL.** The parties hereby agree that the contract will be renewed for an additional period of time as follows: The parties hereto now desire to amend the contract to renew for an additional term of twelve months

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/03/2024
End Date of New Contract Term:	06/02/2025

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 renew/extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-SPD-SPD0000161-0004

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)	Dell Marketing L.P.
Authorized Signature:	
Printed Name and Title of Person Signing:	Ana Pitti
Date:	March 27, 2024
Company Address:	One Dell Way, Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commission – State Purchasing
Date:	5/20/2024
Company Address:	200 Piedmont Avenue, S.E. Suite 1308, West Tower Atlanta, Georgia 30334-9010