



City Council Meeting and Public
Hearing
FEBRUARY 21, 2018

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Alcoholic Beverage License Applications

PH-18-AB-35 Mansell Prime LLC
d/b/a Mansell Shell
3790 Mansell Road
Alpharetta, GA 30022

Retail Package Sales
Beer, Wine - Sunday Sales

Owner: Naushad Keshwani
Registered Agent: Ziaur Rahman

V. PUBLIC HEARING

A. PH-17-37: UDC Changes Downtown Code - Parking

Consideration of text amendments to the Unified Development Code to address Downtown Parking.

B. PH-17-16: Northpoint LCI Update

Consideration of an update to the North Point Activity Center Livable Centers Initiative (LCI).

VI. NEW BUSINESS

A. Approval of the Update to Alpharetta Recreation and Parks Master Plan

B. Approval Of Fiscal Year 2018 Mid-Year Budget Amendment And Related Financial Matters (Bond Reallocation Resolution)

C. Authorization To Release An Indication Of Interest: Solicit Potential Public/Private Partnership For Development Of A Performing Arts Center

D. Authorization to Release an Indication of Interest: Solicit Potential Public/Private Partnership for Development of a Parking Deck in Downtown Alpharetta.

E. Public Safety: Body-Worn And In-Vehicle Camera (RFP 18-103)

F. Approval of Probation Services Contract

G. Title VI Policy Update

H. History Room Construction Services (Storyteller Station and Song Station Additions)

VII. ELECTIONS

A. Announcements

B. Resolution and Ordinance Calling For 2018 City Of Alpharetta Municipal Special Election (1st reading)

A RESOLUTION AND ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF A CITY OF ALPHARETTA SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE STATE-WIDE GENERAL PRIMARY ON MAY 22, 2018; TO PROVIDE FOR AND RATIFY THE PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO ESTABLISH CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-18-AB-35 MANSELL PRIME LLC
D/B/A MANSELL SHELL
3790 MANSELL ROAD
ALPHARETTA, GA 30022

RETAIL PACKAGE SALES
BEER, WINE - SUNDAY SALES

OWNER: NAUSHAD KESHWANI
REGISTERED AGENT: ZIAUR RAHMAN

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

Mansell Shell Alcohol minutes 2-8-18



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: February 8, 2018
TIME: 3:00 P.M.
LOCATION: City Hall, Council Chambers

Official Minutes

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

I. CALL TO ORDER: Coty Thigpen, City Clerk, called the meeting to order at 3:00 pm

II. LICENSE APPLICATIONS:

1. PH-18-AB-35 Mansell Prime LLC
 d/b/a Mansell Shell
 3790 Mansell Road
 Alpharetta, GA 30022

Retail Package Sales
Beer & Wine – Sunday Sales

Owner: Naushad Keshwani
Registered Agent: Ziaur Rahman

Mrs. Thigpen asked the representative for Mansell Prime LLC to step forward. She asked the representative if this was a change of ownership and if he is familiar with the alcohol ordinance for the City of Alpharetta.

Mr. Keshwani, 1737 Longhorn Dr, Cartersville GA, is the manager for Mansell Shell and his brother is the owner. They also own stores in the City of Sandy Springs, and the City of Stone Mountain. They are familiar with Alpharetta's

alcohol ordinance. Every sale requires the date of birth entered or no sale, and a wrong birthdate entered will result in no sale.

Public Comment: None

Mrs. Thigpen stated that, after reviewing the applications, she found no reason why the application should not be approved; and it would be placed on the consent agenda for Wednesday, February 21, at 6:30pm. She asked that a representative be present in case someone on the council may want to ask a question of the applicant.

III. ADJOURNMENT: There being no further business, Mrs. Thigpen adjourned the hearing at 3:05 pm.

Respectfully Submitted,



Erin Lampert, Assistant City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT
SUBMITTED BY: KATHI COOK
DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-37 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – DOWNTOWN PARKING

CITY COUNCIL: FEBRUARY 19, 2018

This item was presented to the City Council as a workshop item at the January 16, 2018 Council meeting. Council asked that the proposed Downtown Parking regulations be discussed further at the upcoming Council Retreat.

This item was heard at the February 1, 2018 Planning Commission meeting. No one from the public spoke for or against the request. Planning Commissioners recommended changes to the proposed Downtown Parking regulations, including defining criteria for on-site parking special exceptions and changing the parking in lieu fee schedule to create a category for spaces 1-5 at a rate of \$4,500/space and parking spaces 6-10 at a rate of \$7,000/space. After discussion, the Planning Commission voted to recommend approval of the item, but the motion failed 3-4. Therefore, the item moves forward to City Council without a recommendation.

II. RECOMMENDATION:

Staff recommended approval of PH-17-37 Unified Development Code, Appendix A: Alpharetta Downtown Code as it relates to regulations for Downtown Parking.

III. REPORT IN BRIEF:

Consideration of amendments to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code, Section 2.4 Parking and Loading.

Staff and the City's Parking Consultants propose the following regulations to consider addressing parking in the Downtown Overlay:

- Minimum parking requirements for 'Schools, Senior High'.
- Allowance for parking requirements to be satisfied through payment of parking in-lieu fees.
 - o Approval process requires consideration of a public hearing application by City Council
 - o Parking In-Lieu Fee Schedule
 - o Fees due at issuance of building permit or business license
- On-site parking special exceptions
 - o Requests heard by Planning Commission and decided by City Council
 - o May be utilized when the full provisions of on-site parking are unnecessary or when a site is unable to accommodate required parking due to the size, shape, topography, existing buildings, existing trees, other natural features or required buffers.

IV. ATTACHMENTS:

- UDC Strike Through and Underline Edits

Sec. 2.4. Parking and Loading

2.4.1. Vehicle Parking

- A. Every use must provide and maintain vehicular parking in accordance with the Vehicular Parking Requirements Table.

B. Vehicular Parking Requirements Table

Use	Parking Space Ratio
Residential Activities	
Dwelling, 'For-Sale,' Attached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Sale,' Detached	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Dwelling, 'For-Rent'	Min. 1 per bedroom (up to 2 bedrooms), plus 0.15 visitor space per unit
Bed & Breakfast	Min. 1 per guest bedroom
Hotel	Min. 1 space per guest room, plus 1 employee space per 20 guest rooms, plus 1 per 500 sf of convention rooms, conference rooms, ballrooms, restaurant and retail shops
Congregate Housing, Assisted Living Facility	Min. 1 per 2 sleeping rooms
Home-Elderly, Children, Nursing	Min. 1 per 2 sleeping rooms
Business Uses	
Bank, Savings & Loan, Mortgage Company	Min. 3 per 1,000 sf
Day Care Center	Min. 1 per 400 sf, plus stacking for 6 cars on the lot
Funeral Home (with no cemetery or mausoleum)	Min. 1 per 4 seats in chapel or parlor, plus sufficient space to park or store all company vehicles
Medical, dental and optical offices	Min. 3 per 1,000 sf
Professional and business offices not otherwise specifically enumerated	Min. 3 per 1,000 sf
Auto, truck and mobile home sales, outdoor equipment and machinery sales, commercial nurseries	Min. 3 per 1,000 sf of showroom, sales office or other conditioned space
Restaurant	Min. 1 per 500 sf
Retail businesses, not otherwise specifically enumerated	Min. 1 per 500 sf
Theaters, night clubs and other such places of public assembly	Min. 1 per 4 seats, plus 1 (employee space) per 10 seats
Service and repair establishments not otherwise specifically enumerated	Min. 3 per 1,000 sf, excluding storage
Service Station, Automotive	Min. 2 per fueling station, plus 1 per 250 sf of retail
Technology Centers/Data Processing Centers	Min. 1 per 500 sf of unmanned areas and min. 1 per 300 sf of manned areas
Wholesale/Industrial Uses	
Wholesaling and industrial uses including lumber, brick, coal, junk and supply yards	Min. 1 per 1,000 sf
Public and Semipublic Uses	
Hospital	Min. 1 per bed, plus 1 per 200 sf for outpatient treatment areas
Church, Synagogue, Other Place of Worship	Min. 1 per 2 seats in the principal assembly room

Use	Parking Space Ratio
Places of assembly or indoor recreation without fixed seats	Min. 1 per 500 sf playing court, rink, playing field and spectator area, plus 1 per 200 sf of patron use areas
Schools, elementary and middle schools	Min. 1 per classroom and administrative office, plus 5 visitor spaces
Schools, senior high	<u>Applicants must submit a parking study (prepared by an independent third party) to determine minimum parking requirements. The study must estimate parking demand based on reliable data collected from comparable uses or on external data from credible research organizations (e.g. Institute of Transportation Engineers or American Planning Association). It must also consider the number of students, staff, classrooms, visitors, and the availability of busing. In no case may the minimum requirement be less than</u> 1 per classroom and administrative office, plus 1 per 4 students (based on the design capacity of the school)
Other public building	Min. 1 per 300 sf

C. Parking in the following locations may be used to satisfy the minimum requirements of the Vehicular Parking Requirements Table:

1. Off-street parking located on the same site or lot as the use it serves;
2. On-street parking located adjacent to and on the same side of the street as the site or lot contain the use it serves.

D. When a use provides more than 120% of the minimum number of spaces required by the Vehicular Parking Requirements Table, any additional spaces in a surface parking lot must be constructed of pervious paving materials. For the purpose of conforming to this requirement, any on-street spaces or off-street spaces in parking structures must be counted towards satisfying the minimum requirement.

E. Parking In-Lieu Fees

1. The city council may authorize vehicular parking requirements to be satisfied through payment of parking in-lieu fees according to the following fee schedule:

Parking In-Lieu Fee Schedule

<u>If the Number of Required Spaces Satisfied through In-Lieu Program is Between:</u>	<u>The Fee Due is:</u>
<u>1 – 10 spaces</u>	<u>\$7,000 per space</u>
<u>11-20 spaces</u>	<u>\$70,000 + \$10,000 per space over 10</u>
<u>21-40 spaces</u>	<u>\$170,000 + \$15,000 per space over 20</u>
<u>41-60 spaces</u>	<u>\$470,000 + \$20,000 per space over 40</u>
<u>61-100 spaces</u>	<u>\$870,000 + \$25,000 per space over 60</u>
<u>101 spaces and greater</u>	<u>\$1,870,000 + \$30,000 per space over 100</u>

2. Applications to use parking in-lieu fees must be made to the city council, which will then hold a public hearing to approve or deny the application. The city council must consider the following in reviewing an application for parking in-lieu:
 - a. The availability of parking in the Downtown Overlay;
 - b. The availability of alternative transportation in the Downtown Overlay;
 - c. The impact on the public health, safety, and general welfare; and
 - d. Other considerations deemed material to the application by city council.
3. Following approval of a parking in-lieu fee application, the fee must be paid in a lump sum either:
 - a. Prior to the issuance of a building permit; or
 - b. Prior to the issuance of a business license for the use for which the parking is required, if no building permit is required.
4. When parking in-lieu fees are utilized, the following apply if the use is changed or discontinued:
 - a. If a use is enlarged or replaced by a use that requires more parking, the additional parking requirement may be met by paying additional parking in-lieu fees.
 - b. If a use is reduced in area, or wholly or partially becomes vacant, or is replaced by a use that requires less parking, no additional parking in-lieu fees are required.
 - c. If a use is destroyed, the property owner may count its parking in-lieu fee spaces towards meeting the requirement of new uses built on-site, subject to “a” and “b” above.
 - d. A change of ownership or the dividing or merging of lots will not affect parking in-lieu fees or any determination that parking requirements have been met according to fees paid for a particular use, except when the change of ownership results in one of the conditions identified in “a” through “c” above.

F. On-Site Parking Special Exceptions

1. The following applies in place of Sec. 4.5.4 of the Unified Development Code when some or all of the required on-site parking is not provided and said requirement is not otherwise fully or partially satisfied through the payment of parking in-lieu fees.
2. Parking special exceptions shall be heard by the Planning Commission and decided by the City Council utilizing the same process required for conditional use applications under Sec. 4.2. of the Unified Development Code, except the conditional use standards of Sec. 4.2.3.C. shall not apply.
3. Parking special exceptions may be granted when the character of the use is such that the full provisions of on-site parking facilities is unnecessary, or when a site is unable to accommodate the required number of parking spaces due to the site’s size, shape, topography, existing buildings, existing trees, other natural features, or required buffers.
4. The City Council may impose conditions of approval on the special exception in order to protect the public health, safety, and general welfare.
5. In no case shall a special exception be granted from the conditions of approval imposed on a property through a zoning change granted by the City Council.
 - a. ~~A parking study may be submitted to support a request for a proposed parking reduction.~~

~~This study shall be reviewed by Community Development and must be approved prior to permitting.~~

2.4.2. Bicycle Parking

- A. Facilities that provide or required 25 or more vehicle parking spaces must provide a minimum of 1 bicycle parking space, plus 1 space for each additional 25 provided vehicle parking spaces, provided that no site may have fewer than 3 spaces nor be required to exceed bicycle 30 spaces.
- B. Bicycle parking facilities must comply with the following provisions.
 - 1. Each required bicycle parking space must be at least 2 feet by 6 feet. Where a bike can be locked on both sides of a bicycle rack without conflict, each side can be counted as a required space.
 - 2. Bicycle racks must be securely anchored, be easily usable with both U-locks and cable locks, and support a bicycle at 2 points of contact to prevent damage to the bicycle wheels and frame.
 - 3. Bicycle parking must be provided in a well-lit area.
 - 4. Spacing of the bicycle racks must provide clear and maneuverable access.
 - 5. Bicycle parking may be placed within the public right-of-way, provided the encroachment is approved by the City Transportation Engineer.
 - 6. Bicycle parking spaces must be as close as or closer than the nearest vehicle parking space (as measured along a pedestrian walkway from the door of the use the parking serves).

2.4.3. Driveways

- A. Applicability. This following applies to driveways, including those serving alleys, but not to new streets in conformance with Section 2.3.3.
- B. Width. Unless approved by the City Transportation Engineer or required by the Georgia Department of Transportation along a State highway, the maximum width of curb cuts, not including flares or returns at the throat of the facility, for entrances, exits, service drives and similar facilities shall be 24 feet for two-way entrances and 12 feet for one-way entrances.
- C. Number. The maximum number of driveways allowed on a site shall not exceed an amount equal to one driveway for every 300 feet of total street frontage or fraction thereof. All parcels are permitted at least one driveway.
- D. Location. Driveways may not be located on an arterial street when access is available from a collector or local street.

2.4.4. Design of Parking Structures

- A. When a parking structure fronts an arterial or collector street its ground story must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the closest adjacent street (not including an alley). Such active use shall have a minimum depth of 20 feet.
- B. Where upper stories of structured parking are adjacent to or visible from any street, they must be screened so that cars and ramps are not clearly visible from ground level view from the adjacent parcel or the adjacent street (not including an alley).
- C. Structured parking facades adjacent to or visible from any street must have the appearance of a horizontal storied building.

AN ORDINANCE TO AMEND APPENDIX A: ALPHARETTA DOWNTOWN CODE OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD A PARKING RATIO FOR 'SCHOOLS, SENIOR HIGH'; TO ADD REGULATIONS ALLOWING PARKING REQUIREMENTS TO BE SATISFIED THROUGH PAYMENT OF PARKING IN-LIEU FEES; TO ADD REGULATIONS ALLOWING FOR ON-SITE PARKING SPECIAL EXCEPTIONS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, on or about May 21, 2001, the City of Alpharetta (the "City") adopted a comprehensive zoning ordinance known and cited as the Unified Development Code of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Unified Development Code"); and

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

WHEREAS, the Unified Development Code was designed to be amended from time to time when circumstances warrant that modifications be made in order to make the Unified Development Code more responsive to community needs; and

WHEREAS, the City Council finds that ordinances and regulations governing the uses of land and development of land within the City, as well as the City's operations, should be continually improved from time to time and modified as necessary to better protect and promote the public health, safety and welfare of the residents and businesses of the City of Alpharetta; and

WHEREAS, the City Council desires to amend Appendix A: Alpharetta Downtown Code of the Unified Development Code for the foregoing purposes; and

WHEREAS, the City Council finds that the following amendment to the Unified Development Code promotes the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

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

Section 1: **Alpharetta Downtown Code** of Appendix A of the Unified Development Code is hereby amended to read as set forth in Exhibit "A" attached hereto as if fully set forth herein.

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

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

SO ORDAINED this the _____ day of _____, 2017.

Approved:

David Belle Isle, Mayor

Attest:

COUNCILMEMBERS

Coty Thigpen, City Clerk
(Seal)

Approved as to Form:

C. Sam Thomas, City Attorney

Exhibit A:



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: PH-17-16 NORTH POINT ACTIVITY CENTER LCI UPDATE

CITY COUNCIL: FEBRUARY 19, 2018

This item was heard at the February 1, 2018 Planning Commission meeting. A few members of the public spoke in favor of the request, stating that it was in the best interest of the City to address the long-term sustainability of the North Point area. After discussion, the Planning Commission recommended approval of the item. Vote 7-0

II. RECOMMENDATION:

Approve PH-17-16 update to the North Point Activity Center Livable Centers Initiative (LCI).

III. REPORT IN BRIEF:

Consideration of a 10-Year Major Plan Update to the North Point Activity Center LCI. The Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services. The LCI program is funded by federal transportation dollars (FHWA's Surface Transportation Program). In order to remain eligible for LCI project and supplemental study funding, the Atlanta Regional Commission (ARC) requires Major Plan Updates to LCI's every 10-15 years.

The goal of the North Point Activity Center LCI Major Plan Update is to update and clarify the community's vision for the North Point area, identify strategy and policy enhancements to maintain and enhance the district, and prioritize public investments particularly related to maintaining mobility and enhancing walkability in the area.

IV. ATTACHMENTS:

- North Point Activity Center LCI 10-Year Update

RESOLUTION NO.



**A RESOLUTION OF THE CITY COUNCIL OF ALPHARETTA,
GEORGIA TO ADOPT THE MAJOR UPDATE TO THE NORTH POINT
ACTIVITY CENTER LCI AND INCORPORATE THE LCI INTO THE
2035 COMPREHENSIVE PLAN**

WHEREAS, the North Point Activity Center Livable Centers Initiative (LCI) was adopted by City Council in 2008, and

WHEREAS, the Atlanta Regional Commission requires LCI major updates every 10-15 years in order to remain eligible for LCI grant funding, and

WHEREAS, the City was awarded \$100,000.00 in grant funding by the Atlanta Regional Commission in 2017 to complete a supplemental study/major update to the North Point Activity Center LCI, and

WHEREAS, the City Council awarded the North Point Activity Center LCI major update to Kimley-Horn & Associates, and

WHEREAS, Kimley-Horn & Associates in conjunction the City Staff led the planning process for the major update to the North Point Activity Center LCI, which included implementation of a public participation plan, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Alpharetta hereby adopts the major update to the North Point Activity Center LCI, attached as Exhibit A, and incorporates the LCI into the 2035 Comprehensive Plan.

SO RESOLVED this 19th day of February, 2018.

CITY OF Alpharetta

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

Attest:

City Clerk

Exhibit A:

NORTHPOINT

— LIVABLE CENTERS INITIATIVE PLAN —

DRAFT
FOR CITY COUNCIL

THE CITY OF

ALPHARETTA

February 5, 2018

Kimley»Horn

ACKNOWLEDGMENTS

CITY COUNCIL

David Belle Isle, Mayor
Donald Mitchell, Post 1, Mayor pro tem
Ben Burnett, Post 2
Chris Owens, Post 3
Jim Gilvin, Post 4
Jason Binder, Post 5
Dan Merkel, Post 6
Mike Kennedy, Post 2*

*Term ended January 2018

CITY OF ALPHARETTA STAFF

Kathi Cook, Community Development
Director
Michael Woodman, AICP, Senior Planner
Eric Graves, Senior Traffic Engineer
Elicia Taylor, Planning and Zoning
Coordinator
Ben Kern, GIS Specialist/Planner

CORE TEAM

Annalee Edwards | Westside Commons
Homeowners Association (HOA)
Adam Schwegman, Steven Silverstein,
Nick Nicolosi | General Growth Properties
Sheila Wilson | Macy's North Point Mall
Dan Merkel | City Council, Post 6
Mike Kennedy | City Council, Post 2
Ryan Sager | MARTA
Fred Kay | Area resident
Kim Matherly | Design Review Board
Kile Lewis | Board of Zoning Appeals
Gorden Hagler | Academy Park HOA
Steve Usry | Planning Commission
Morgan Rodgers | City of Alpharetta,
Director of Recreation and Parks

PLANNING AND DESIGN TEAM

KIMLEY-HORN AND ASSOCIATES

Eric Bosman, AICP
William Zeh Herbig, AICP
Beth Tucker
Allison Galloway

BLEAKLY ADVISORY GROUP

Ken Bleakly
Geoff Koski

SPECK AND ASSOCIATES

Jeff Speck

REVEL

George Banks
Kristi Rooks

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INTRODUCTION

With the opening of the North Point Mall in 1993, the surrounding area, also known as North Point, became a regional destination. Over the last decade, North Point has served as the center for retail and dining in North Fulton County, attracting thousands of visitors every week. Recently, new competitors have emerged and begun to capture the attention of consumers by creating a shopping experience less characterized by the automobile and sprawling parking and more by experience, walkability, compactness, and pedestrian-friendliness.

Through an 8-month planning process, this Livable Centers Initiative (LCI) Plan serves as a 10-Year update to the original 2008 LCI study and seeks to take an evaluative look at some of the challenges facing the North Point area. This report documents the community's exploration of the North Point area to chart its future through a participative planning process focused on walkability and quality development.



"This is an exciting opportunity for City of Alpharetta residents and property-owners to work directly with our team of national experts to make the North Point Activity Center more inviting, walkable, and lively."

— Kathi Cook, City of Alpharetta
Community Development Director

North Point Market Retail Center Development

HOW TO USE THIS DOCUMENT

This report is organized to respond to the project goals and outcomes that were identified at the study's onset. Chapter 1 details the assessment and status of previous planning efforts. Chapter 2 analyzes existing conditions within the study area. Chapter 3 describes the public engagement and planning process. Chapter 4 explores relevant case studies that formulated the strategy for the future of the North Point Activity Center and includes several design concepts for the North Point area. Finally, Chapter 5 outlines the implementation and action plan to realize the community's vision for the future.

CHAPTER OBJECTIVES

- | | |
|---|--|
| <p>1 ASSESS PREVIOUS PLAN SUCCESSES AND OBSTACLES.</p> | <p>4 ASSIST PROPERTY OWNERS IN UNDERSTANDING THE SCALE, DESIGN, AND LOCATION OF DESIRED FUTURE DEVELOPMENT.</p> |
| <p>2 UPDATE AND CLARIFY THE COMMUNITY'S VISION FOR THE DISTRICT.</p> | <p>5 DEVELOP STRATEGY AND POLICY ENHANCEMENTS TO REALIZE THE COMMUNITY'S VISION.</p> |
| <p>3 IDENTIFY AND CLARIFY PUBLIC INVESTMENTS —PARTICULARLY RELATED TO WALKABILITY, PLACEMAKING, AND GREEN SPACE.</p> | |

PROJECT SCHEDULE

The North Point LCI planning process included four phases of analysis and collaboration over an 8-month period. The first two phases included a review and assessment of the impact of previous planning efforts and an analysis of existing market conditions. This work was followed by a collaborative process that included four meetings with a Core Team of area leaders, landowners, residents, and business owners and three public meetings/workshops.





PREVIOUS PLANNING EFFORTS

NORTH POINT AREA PLANS
SUMMARY OF ACCOMPLISHMENTS

PREVIOUS PLANNING EFFORTS



ASSESS PREVIOUS PLAN SUCCESSES AND OBSTACLES.

NORTH POINT AREA PLANS

A thorough review of previously published planning efforts for the study area led to an understanding of area trends and refinement of project outcomes and goals to be achieved through this Livable Centers Initiative update.

- North Point Activity Center LCI (2008)
- Alpharetta 2030 Comprehensive Plan (2011)
- City of Alpharetta Rental Housing Study (2015; update in 2016)
- Alpharetta Comprehensive Land Use Plan Update (2016)

2008 LCI STUDY

The original North Point Livable Centers Initiative Master Plan, adopted by the City of Alpharetta in 2008, provided a framework for the district's future and resulted in **numerous district-wide improvements**, including landscaping along GA 400 interchanges; corridor and intersection improvements along Mansell and Haynes Bridge Roads; North Point area design guidelines that improved the character and quality of new development; and the Encore Parkway Corridor project, which was completed in 2017 in partnership with the Atlanta Regional Commission (ARC), Georgia Department of Transportation (GDOT), the State Road and Tollway Authority (SRTA), and the North Fulton Community Improvement District (CID).

2008 LCI STUDY

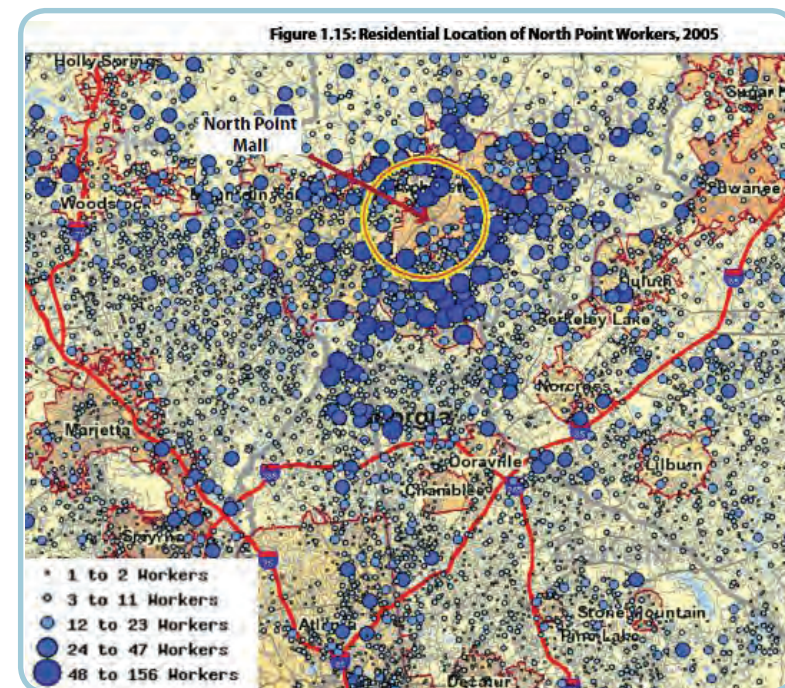
The 2008 LCI Plan also identified particular **assets** and **issues** within the North Point Activity Center to highlight areas to capitalize on existing strengths as well as potential opportunities for improvement.

ASSETS

- Proximity of GA 400
- Existing efficient road network
- Big Creek Greenway
- Quality infrastructure
- Potential of development for vacant properties (13 percent of study area)
- Quality executive housing nearby
- Good reputation
- Strip commercial outparcel redevelopment potential

ISSUES

- Lacks sense of place
- Lacks integration of retail and residential uses (poor walkability)
- At risk for future decline of retail properties
- Auto-dependent
- Does not relate well to greenway or open spaces



The lack of integration of retail and office uses with residential uses is evident in this map from 2005, showing the disparity between where North Point workers live and where they work within the North Point area.

PREVIOUS PLANNING EFFORTS

2008 LCI STUDY (CONTINUED)

CHARACTER AREAS

The Conceptual Land Use Framework Plan on the facing page was developed as a part of the 2008 LCI Study to function as a general policy guide concerning different types of desired development and character in the North Point Activity Center. Instead of relying on conventional zoning and separate uses for different areas, this plan recommended three mixed use character areas. By incorporating a character area approach rather than zoning to shape the North Point area's future land use patterns, the 2008 LCI Study aimed to encourage more walkable, integrated, high-quality development with a unique sense of place. Recommended character areas included:

- **Mixed Use Village Center:** a mid-rise, walkable, mixed use district along Encore Parkway from North Point Parkway to Westside Parkway
- **Mixed Use Commercial Centers:** two higher access, mixed use commercial centers at the interchanges of GA 400 at Mansell Road and Haynes Bridge Road
- **Transitional Areas:** two transitional areas between the core of the Activity Center and surrounding areas

CITY ACTIONS

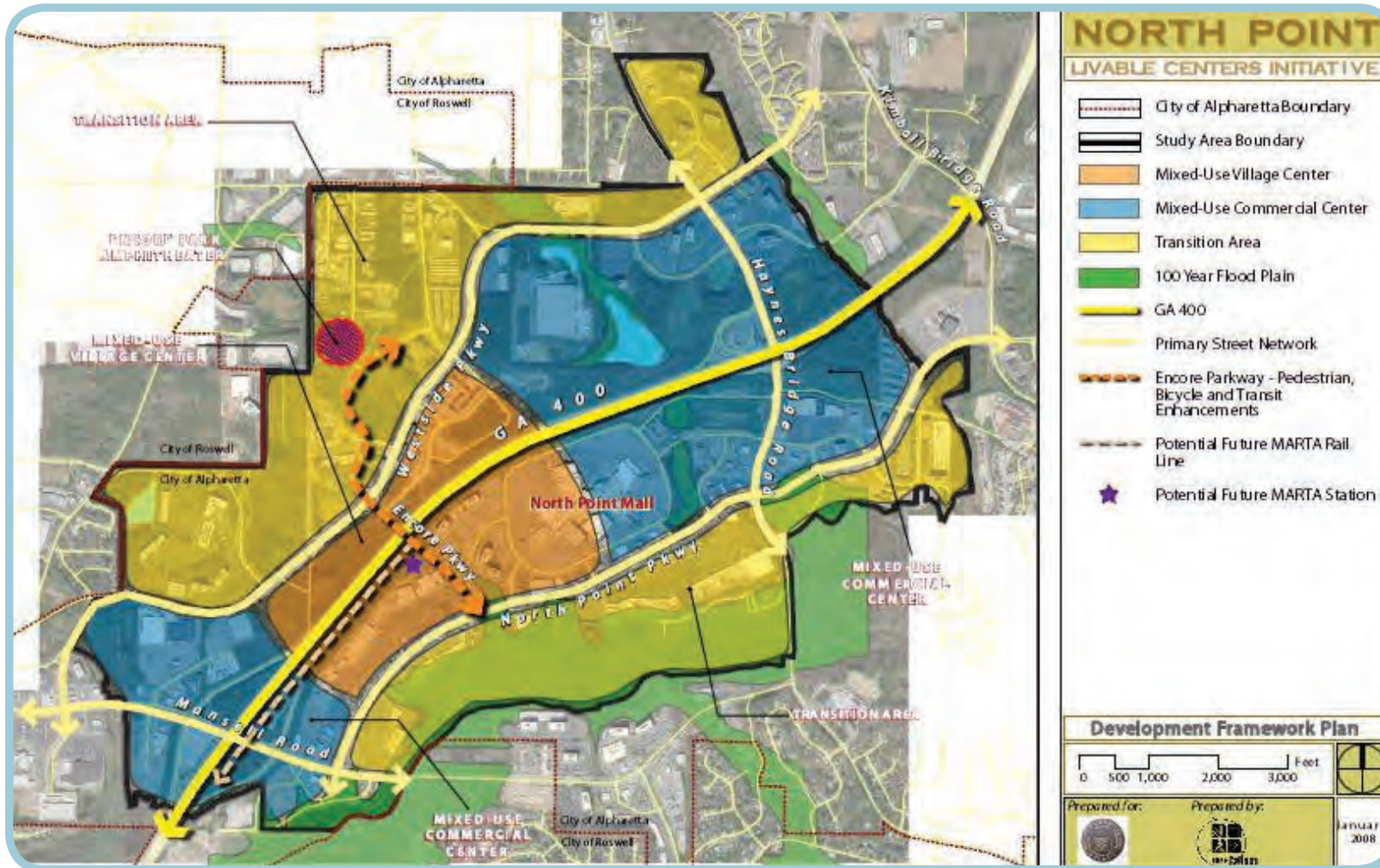
To realize the plan's aspirations, three actions to be taken by the City of Alpharetta were recommended. These act as implementation tools to foster the three character areas outlined above.

- **Update the City's Land Use Plan:** Incorporating the LCI plan and its land use and transportation concepts into the City's future land use plan and comprehensive plan
- **Alternative zoning/Incentive Zoning Classification:** Incentives for vertical mixed use and for development/redevelopment that is consistent with the desired character of each of the three character areas
- **Clarification of the multi-family housing policy:** The availability of housing in the district being a key component of achieving a mixed use environment

DEVELOPMENT RECOMMENDATIONS

The study's development recommendations were grouped into the two following categories:

- **Transportation, access, and connectivity:** Prioritize the necessary intensity of development to reduce congestion on existing roadways and reduce vehicular trips through an emphasis on walkability
- **High-quality development and creating a sense of place:** Integrated mixed use centers that afford consumers a diverse, low-maintenance lifestyle that is consistent with the plan's market research findings



Conceptual Land Use Framework Plan showing the recommended three mixed use character areas

PREVIOUS PLANNING EFFORTS

2015 CITY OF ALPHARETTA RENTAL HOUSING STUDY

PURPOSE

Conducted by Bleakly Advisory Group in 2015 (with an update in 2016), this study examined historical and projected trends in the demand for and supply of rental housing in the City of Alpharetta. From 2000 to 2013, the City's population grew from 34,854 to 59,533 residents, a 71 percent increase. With Alpharetta's population evolving and housing demand changing, the purpose of this study was to determine the appropriate mix of renter- and owner-occupied housing in the City.

EXISTING RENTAL HOUSING STOCK

Alpharetta's rental housing stock according to the 2015 study consisted of:

- Single-family detached (17 percent)
- Townhouses (7 percent)
- Smaller multifamily apartments of 2 to 9 units (19 percent)
- Apartment complexes of 10 or more units (56 percent)

Much of this housing stock was constructed from 1980 to 1999. For an apartment, this is late in its life cycle if upgrades have not been implemented to maintain its condition. The tables on the facing page go into greater detail on characteristics of Alpharetta's housing stock as of 2013.

RENTAL HOUSING POLICY

The study recommended updating the way in which the City of Alpharetta classifies rental versus owner housing, consistent with census-driven figures. This change was adopted as part of the City's 2016 Comprehensive Land Use Plan update. Since 2012, several new rental developments incorporated into mixed use developments have been approved within the City. These new developments are consistent with current housing policy, which requires new rental housing to be a part of mixed use developments.

RENTER HOUSEHOLD CHARACTERISTICS IN ALPHARETTA, 2013		
	All HHs	Rental HHs
Number of Households	21,775	7,873
Household Size		
1-person	24.7%	38.4%
2-person	27.7%	23.0%
3-person +	47.6%	38.6%
Household Type		
Family Households	71.9%	56.7%
Married Couples	60.1%	40.1%
Single Parent-Female	8.9%	13.4%
Single Parent-Male	2.9%	3.1%
Non-Family Households	28.1%	43.3%
Singles	24.7%	38.4%
2 or more Persons	3.4%	4.9%
Children Present		
With Children	45.0%	38.8%
Without Children	55.0%	61.2%
Age of Householder		
Householder 15-34	17.2%	35.2%
Householder 35-64	69.7%	53.1%
Householder 65+	13.1%	11.7%

Source: U.S. Census, 2009-2013 Community Survey

Table #1: Renter household characteristics in Alpharetta, 2013

CHARACTERISTICS OF ALPHARETTA'S HOUSING STOCK 2013		
	Owner	Renter
Occupied Units	13,902	7,873
Units in Structure	100.0%	100.0%
1 detached	88.5%	17.2%
1 attached	9.7%	7.1%
2-4 units	0.4%	4.0%
5-9 units	0.3%	15.2%
10 or more units	1.1%	56.2%
mobile	0.0%	0.3%
Age of Structure	100.0%	100.0%
2010+	0.3%	0.1%
2000-2009	18.8%	22.8%
1980-1999	73.6%	64.1%
1960-1979	6.4%	10.8%
Pre 1960	0.9%	2.2%

Source: U.S. Census, American Community Survey

Table #2: Characteristics of Alpharetta's housing stock, 2013

OWNER AND RENTER HOUSEHOLDS IN ALPHARETTA 2000-2013					
	2000		2013		Growth 2000-2013
	N	%	N	%	N %
Population	34,854		59,553		24,699 71%
Households	13,911	100%	21,775	100%	7,864 57%
Owner Households	8,387	60%	13,902	64%	5,515 66%
Renter Households	5,524	40%	7,873	36%	2,349 43%

Source: U.S. Census, Decennial and American Community Survey

Table #3: Growth of owner and renter households from 2000-2013

PREVIOUS PLANNING EFFORTS



Encore Parkway Bridge, completed 2017

SUMMARY OF ACCOMPLISHMENTS

Considering the assets and issues in the North Point Activity Center that were recognized in the 2008 LCI Plan, the **action and implementation plan** delineated specific interventions and improvements for the study area. The list below outlines the status of each active project and offers an overview of initiatives from previous efforts.

2017 STATUS OF PROJECTS IDENTIFIED BY PREVIOUS PLANS

COMPLETED

- Encore Parkway Bridge
- Add sidewalks, bicycle lanes, and streetscaping to Encore Parkway to Big Creek Greenway
- Mansell and Haynes Bridge Corridor enhancements
- Interchange landscaping
- Investigate co-op shuttle between North Point, Windward, Historic Downtown, and MARTA park-and-ride lots
- Conduct consumer research study regarding potential residential development in North Point Activity Center
- Develop alternative/incentive zoning for North Point Activity Center that accommodates redevelopment and encourages connectivity, open space, and structured parking
- Update the Comprehensive Land Use Plan to reflect rental housing study policies

NOT YET STARTED

- Create new roadway to provide a main street for development activities extending from Encore Parkway to Mansell Road and from GA 400 to North Point Parkway
- Upgrade bus stops along bus routes
- Construct bicycle and pedestrian facilities on Mansell Road from Big Creek to MARTA Park-and-Ride Lot
- Add bicycle racks at strategic locations



EXISTING CONDITIONS

COMMUNITY VISION

NORTH POINT TODAY

EXISTING CONDITIONS ANALYSIS

MARKET POTENTIAL

EXISTING CONDITIONS



UPDATE AND CLARIFY THE COMMUNITY'S VISION FOR THE DISTRICT.

COMMUNITY VISION

In 2011 the City of Alpharetta updated its **Comprehensive Land Use Plan (CLUP)**, which fulfilled one of the actionable items the City was advised to pursue in the original LCI. The 2016 CLUP prescribed a planning approach based on character areas, with the Mansell Corridor and Old Milton Corridor designated for the highest density and building intensity. These areas also provide the greatest opportunities to maximize pedestrian and bicycle connectivity and public transportation access. Decisions on where to concentrate new development led to the emergence of Avalon and the increased activity in Alpharetta's downtown—both of which offer a quality retail experience in a walkable, pedestrian-friendly environment.

The plan also communicated Alpharetta's desire to become a **"signature city."** This vision was articulated as a balance between having a unique sense of place characterized by established single-family neighborhoods and promoting the City's position as the "Technology City of the South." As a part of this study, it will be crucial for the North Point area to form its own identity **tailor-fit to its unique opportunities and challenges.**



Appealing to all ages, developing key nodes, protecting the character of single-family neighborhoods, emphasizing art and culture, attracting top echelon companies, and fostering a strong sense of community with green space, multimodal connections, and safety.

2016 CLUP Community Vision

NORTH POINT TODAY

The photographs below were taken in Fall 2017 at beginning of the LCI study as a way to catalog existing conditions within the North Point area and document current land use patterns, infrastructure, community amenities, market conditions, architectural styles, and building typologies.



Big Creek Greenway access signage



Entrance to Mansell Crossing strip center



North Point Village retailers



Shaded area with fixed furniture within existing strip-style retail center



North Point monumental sign

EXISTING CONDITIONS

NORTH POINT TODAY (CONTINUED)



North Point Market Center retail development



Zagster Bike Share Station along Big Creek Greenway



North Point Mall wayfinding signage

EXISTING CONDITIONS ANALYSIS

To better understand the existing characteristics of the North Point area, it is useful to review information spatially in the format of a **series of maps**. The following graphics are included in this section:

- Recent Development Activity
- Study Area
- Recent Property Ownership
- Existing Zoning
- Existing Land Use
- Future Land Use
- Environmental Features
- Surface Parking
- Tree Canopy
- Road Classification
- Transit Routes
- Trails Network

The **Development Activity** map below includes the Atlanta Regional Commission's Developments of Regional Impact (DRI) as well as projects proposed, approved, or under construction within the district since 2008. Since the last LCI Update, a vast majority of redevelopment/development has occurred northwest of GA 400. This imbalance in investment has created a renewed focus on walkability and quality retail southeast of GA 400 as a part of this LCI plan update.

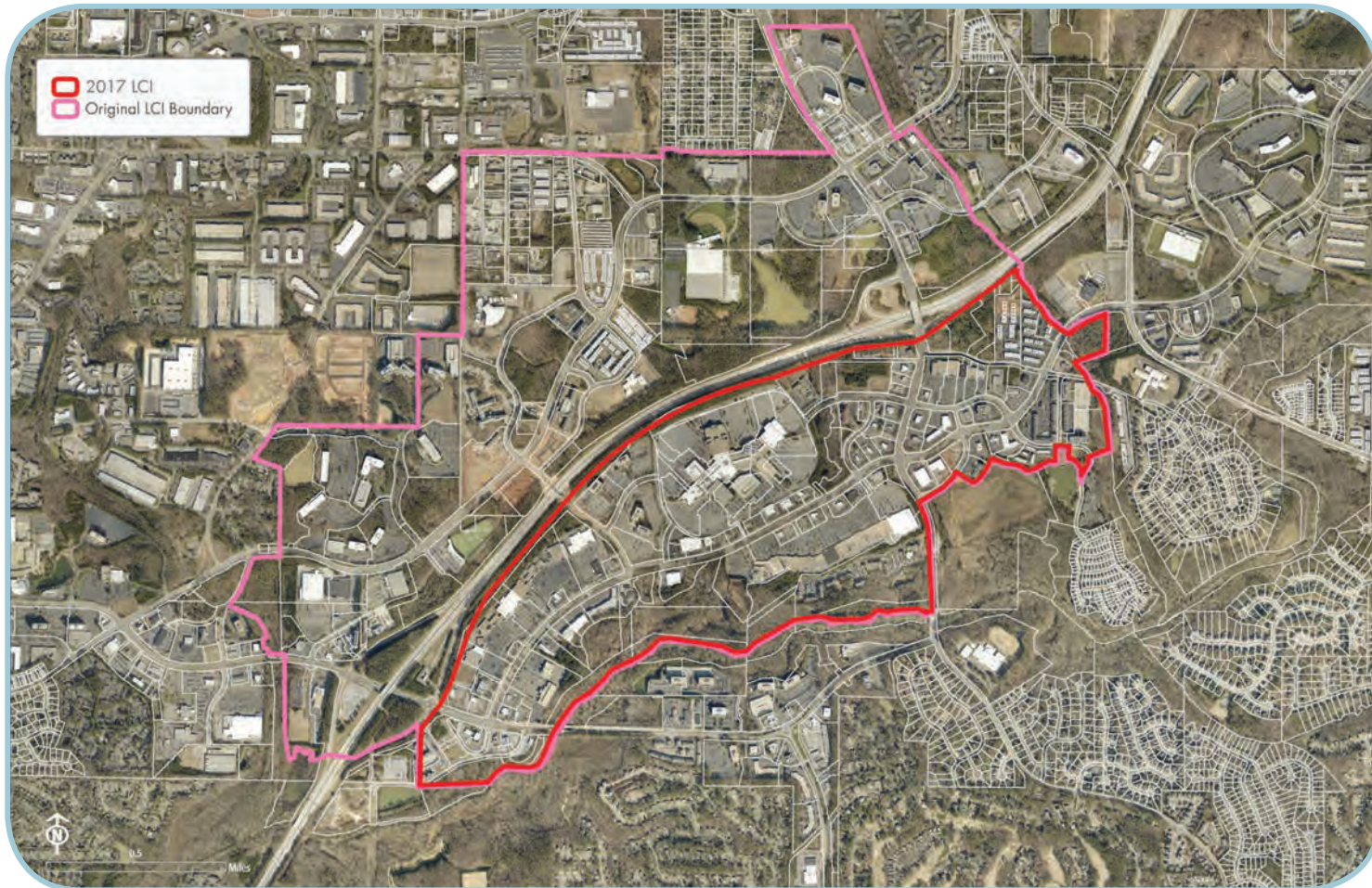


DEVELOPMENT ACTIVITY

EXISTING CONDITIONS

LCI FOCUS AREA

The original 2008 Activity Center LCI, outlined in pink in the map below, included both the area north and west of GA 400, as well as south and east of GA 400. The vast majority of development and redevelopment north and west of GA 400 has been either residential or entertainment, while development south and east of GA 400 has been characterized by retail, mall, restaurant, and hotel development. This **imbalance**, combined with a focus on **walkability** and **quality retail**, has generated a **renewed focus for the 2017 LCI Update** to the area outlined in red in the picture below.

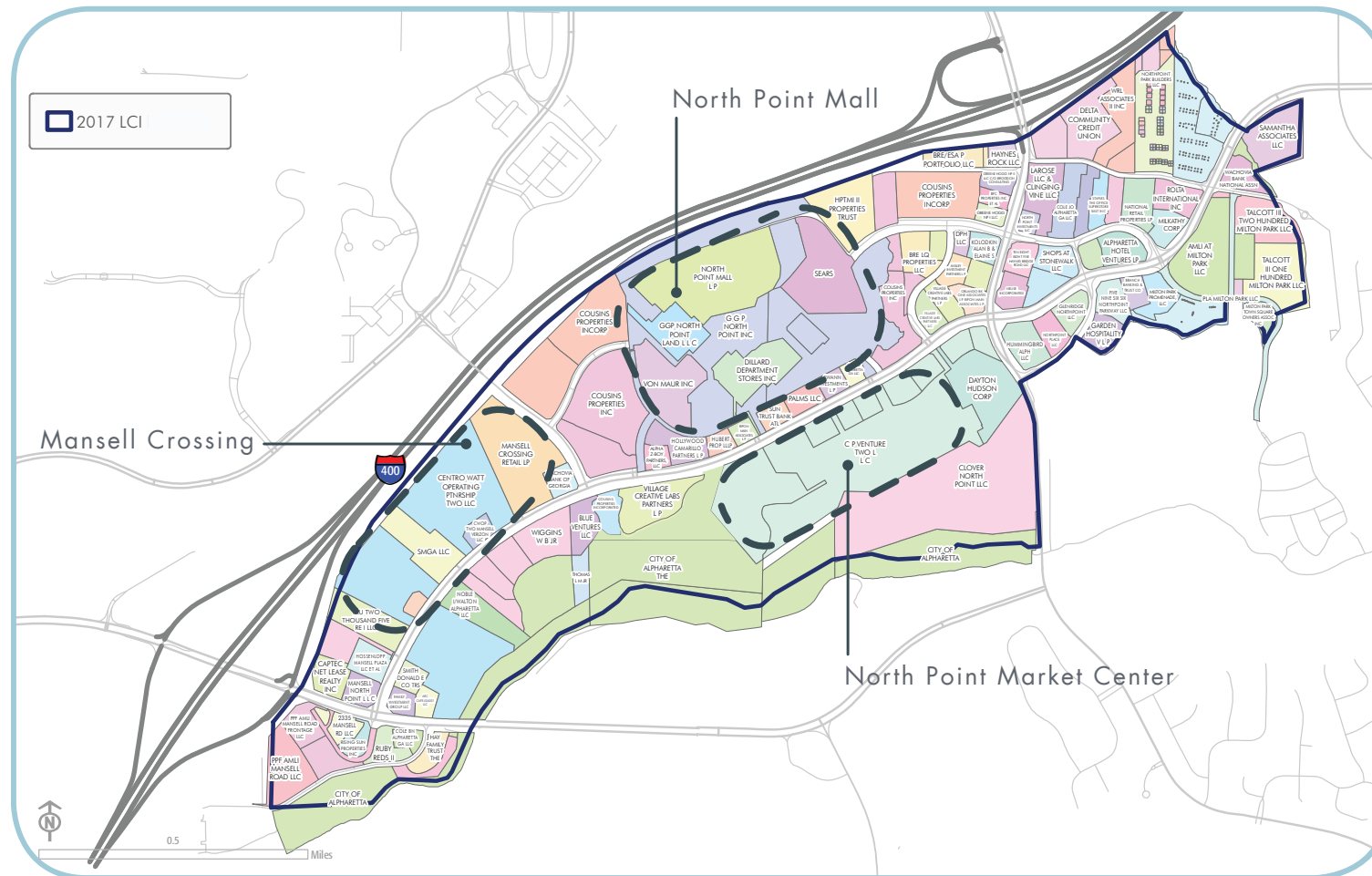


LCI STUDY AREA

The following existing conditions maps take a closer look at the 2017 LCI Focus Area.

PROPERTY OWNERSHIP

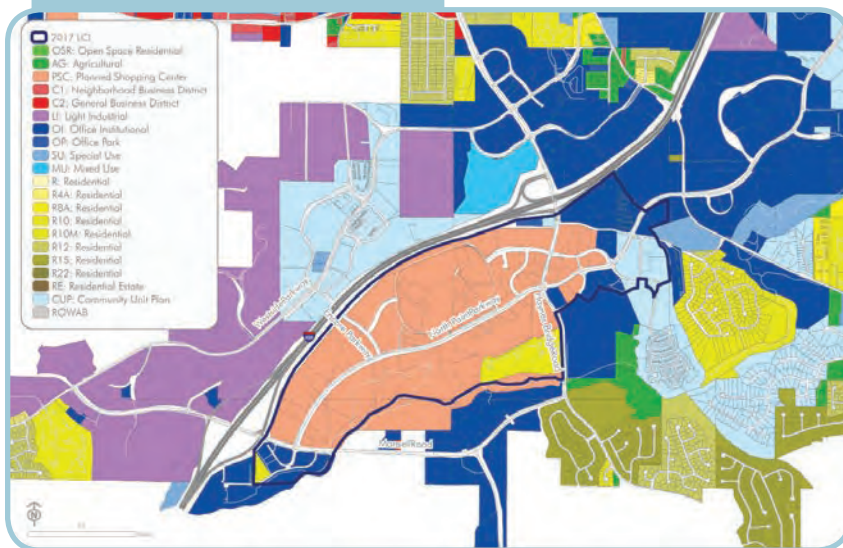
The current ownership pattern in the North Point area is one of the most challenging aspects of planning for future investment and redevelopment. The map below displays each individual parcel with the name of its respective owner as of September 2017. Several large retail centers, including **Mansell Crossing** and **North Point Mall**, are owned by several different entities. This makes it very difficult to reach consensus about potential changes to a retail center and create cohesive development plans. Conversely, the **North Point Market Center** shopping area across North Point Parkway from the mall is singularly owned by “CP Venture Two LLC,” making it much more viable in terms of the ability of the ownership to agree on the property’s future direction.



OWNERSHIP

EXISTING CONDITIONS

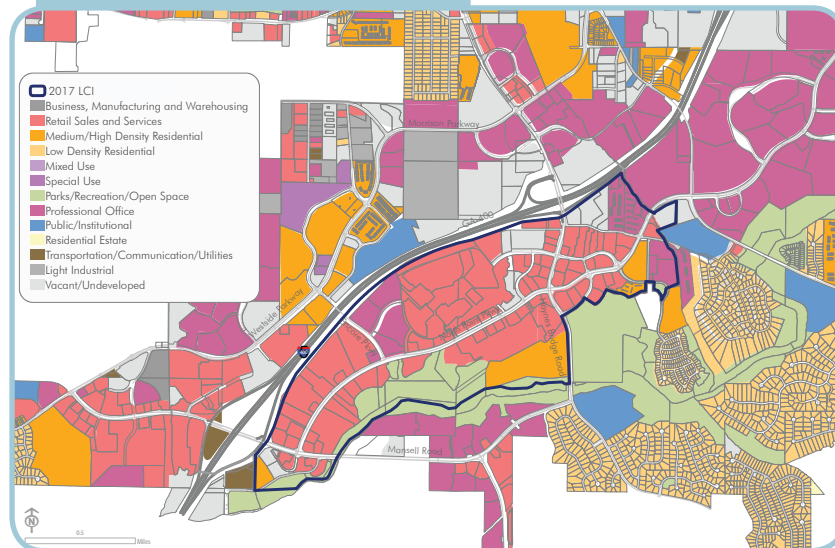
EXISTING ZONING



Existing Zoning in the North Point area is largely comprised of Planned Shopping Center (PSC), Office Institutional (OI), and Light Industrial (LI). This zoning framework somewhat underlines the **lack of housing** and **walkability** in the area, as well as the focus on the automobile for transportation. Graphically speaking, these zoning categories are concentrated in the following regions:

- **Central:** Planned Shopping Center (PSC)
- **Northeast and South:** Office Institutional (OI)
- **Northwest:** Light Industrial (LI)
- **Peripheral:** Office Park (OP), Community Unit Plan (CUP), Varying densities of limited residential

EXISTING LAND USE



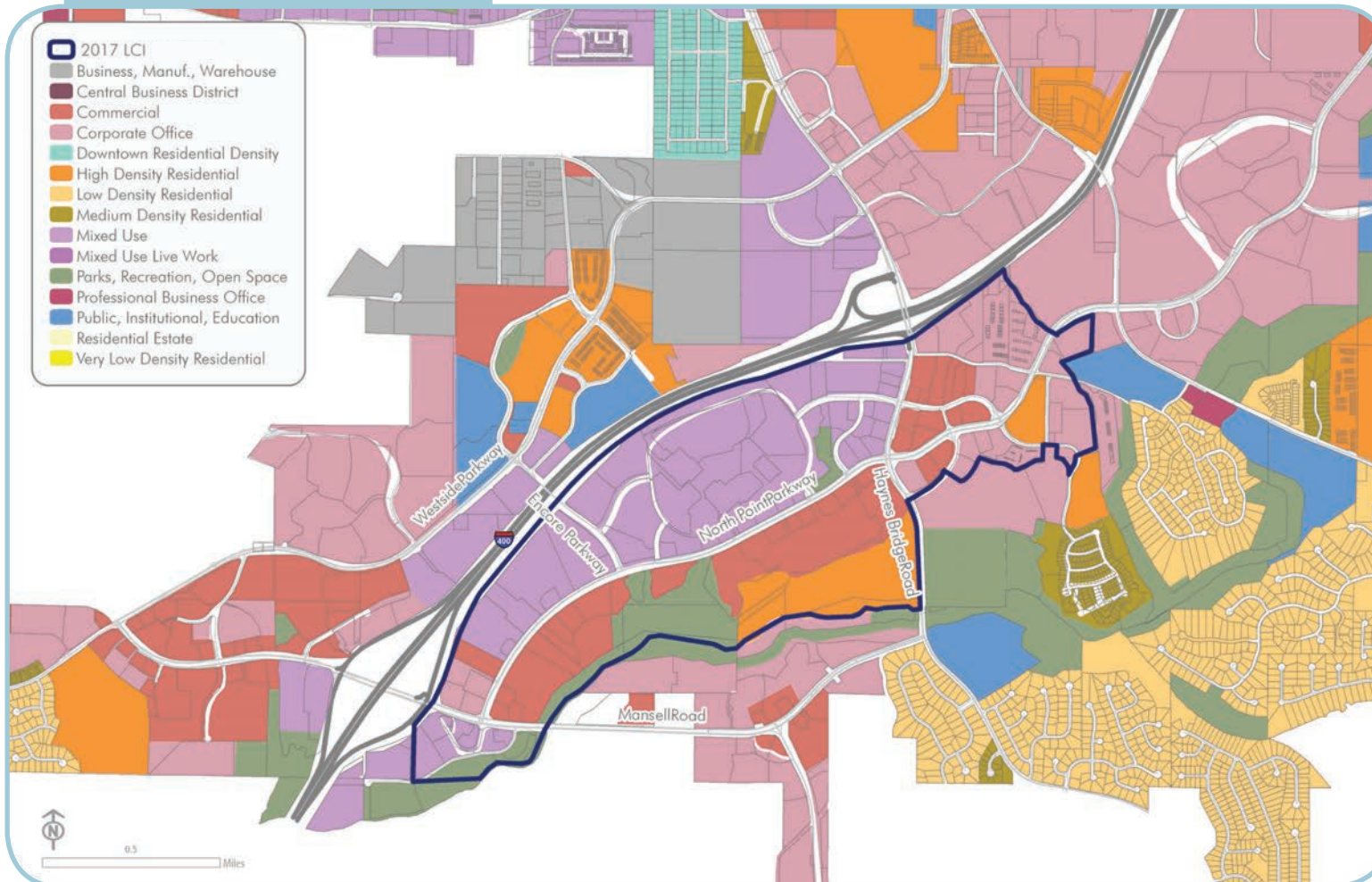
The **Existing Land Use** map reinforces the area's identity as a shopping destination and is dominated by the following categories:

- Retail sales and services (within the study boundary)
- Parks/Recreation/Open Space concentrated in the southern portion of the study area most of which is constituted by the Big Creek Greenway, which makes up 9 percent of the total study area

Other land uses include:

- Medium/high density residential scattered throughout
- Professional office (widespread northwest of the study boundary)
- Special use, which includes the Verizon Wireless Amphitheater, a fire station, and a cemetery

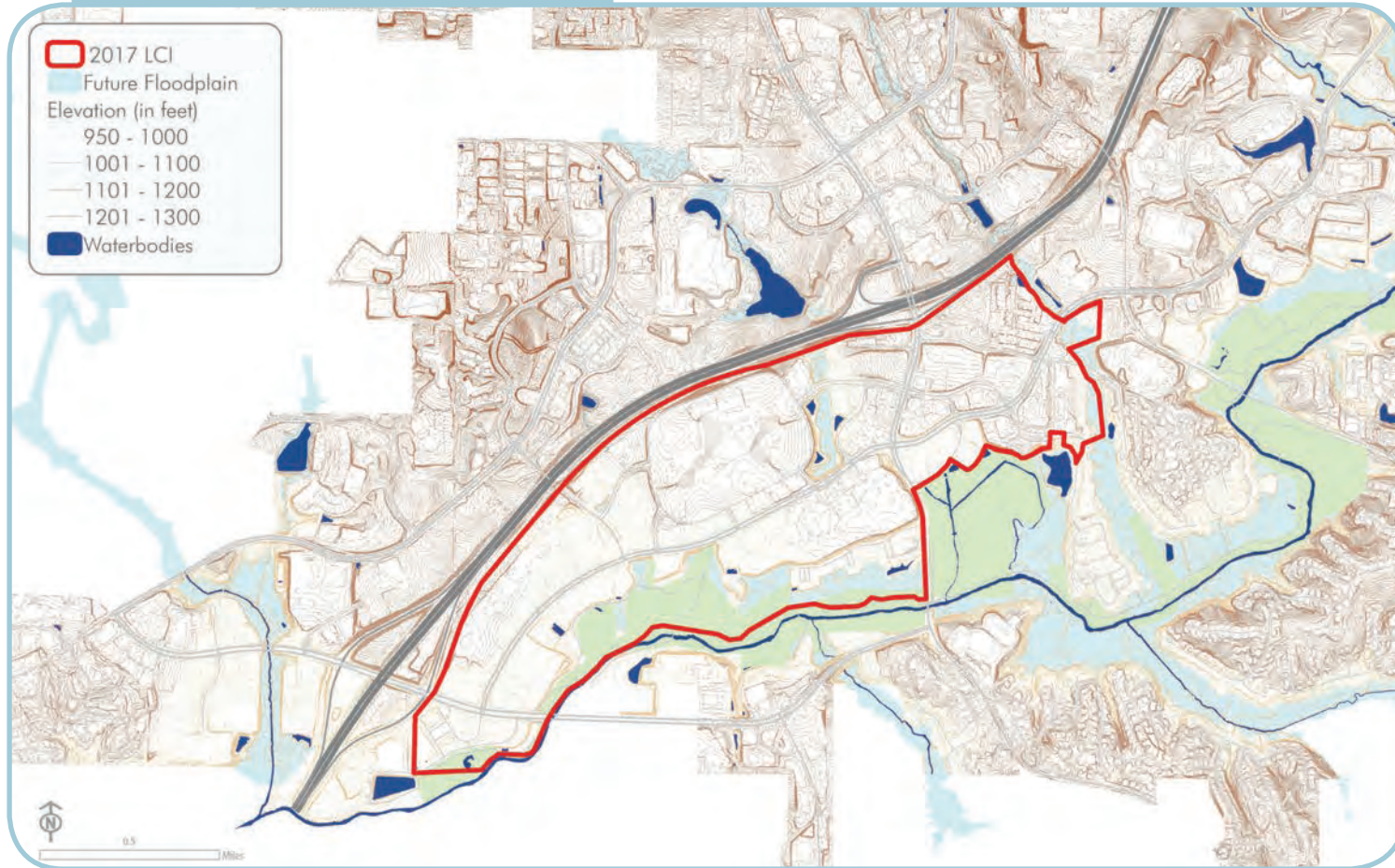
FUTURE LAND USE



Future Land Use gives priority to **mixed use development** on the north side of North Point Parkway while focusing commercial development on the south side. The CLUP (last updated in 2016) also identifies existing high-density residential development between commercial uses and the Big Creek Greenway to the south.

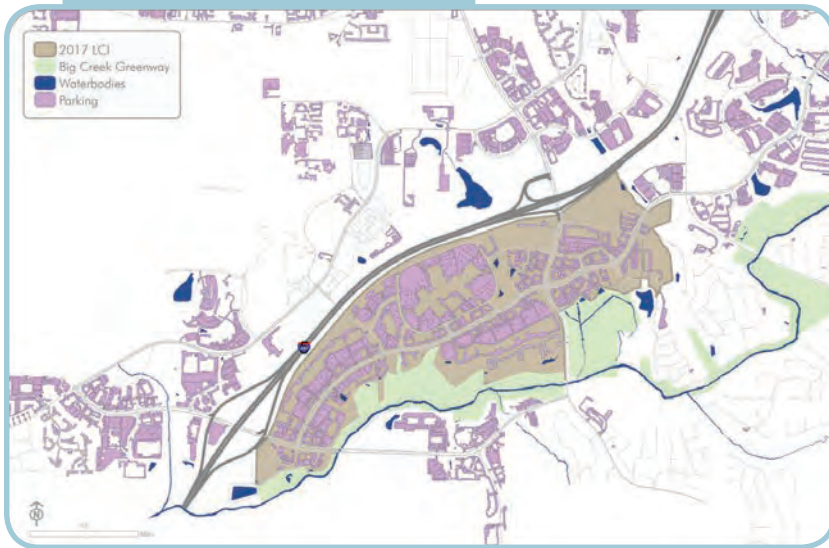
EXISTING CONDITIONS

ENVIRONMENTAL FEATURES



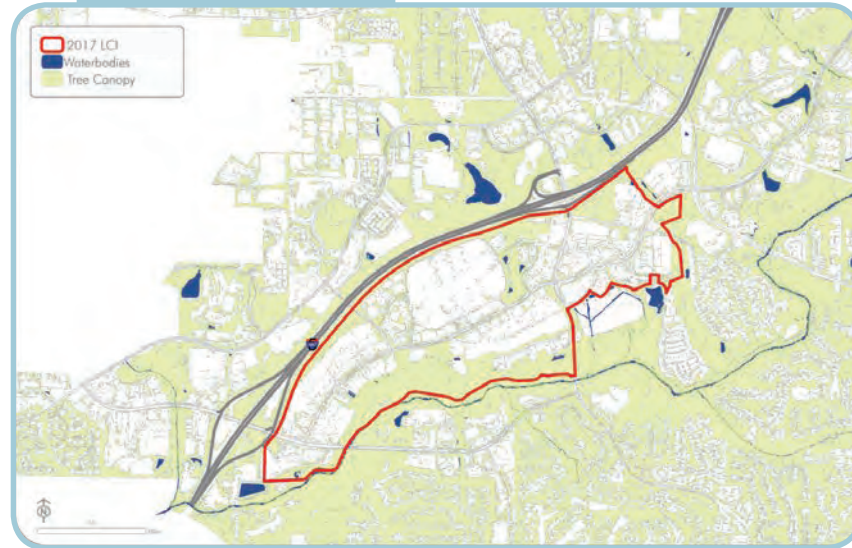
Environmental Features in the North Point area consist of one primary water body, **Big Creek**, floodplain areas, and varied topography. Big Creek creates an east-west spine running along and through the Big Creek Greenway area. Floodplain areas are located along Big Creek, also concentrated in the south. A majority of the study area features flat topography, particularly along North Point Parkway and in the mall area, while more intense slopes form the **stormwater retention space** east of the mall and residential areas south of Mansell.

SURFACE PARKING



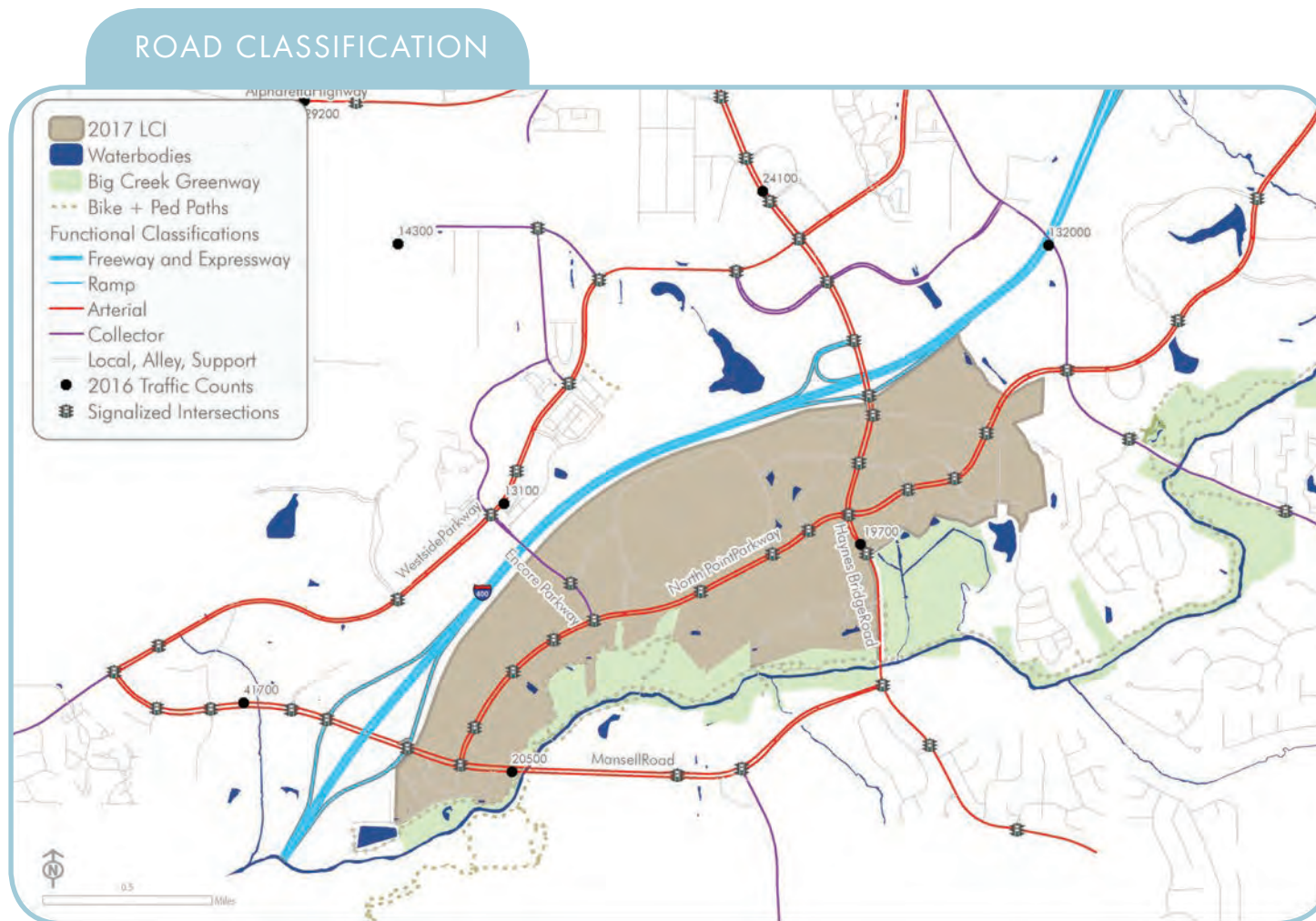
Between **Surface Parking** lots and land dedicated to roadways, the North Point area has a large percentage of impervious paved surfaces. Surface parking alone accounts for more than **30 percent** of the total land within the study area, not including roadways or building structures.

TREE CANOPY



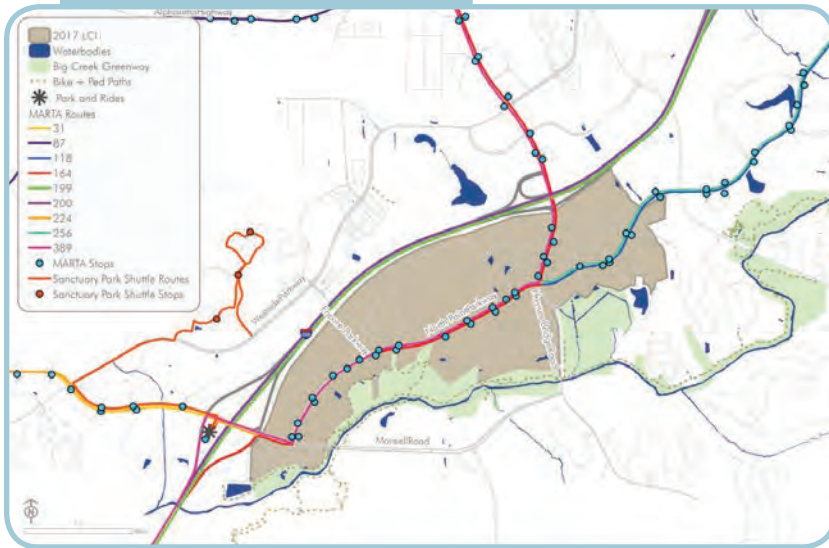
The North Point area's **Tree Canopy** covers **37 percent** of the land area within the study area. The Big Creek Greenway is an ecological asset with an abundance of trees, a stark contrast to the lack of vegetation and green infrastructure incorporated into neighboring strip retail center development and the North Point Mall site.

EXISTING CONDITIONS



The North Point area features a sufficient number of **large arterial roads** to effectively move traffic, supplemented by a series of **limited interior streets and private drives**. Within the study area, there are several **Road Classifications**: one major freeway (GA 400) and four arterial roads (North Point Parkway, Mansell Road, and Haynes Bridge Road), which are supported by multiple collectors and local streets. North Point Parkway serves as a primary north-south spine for the study area while Mansell, Encore, and Haynes Bridge provide critical east-west connectivity.

TRANSIT ROUTES

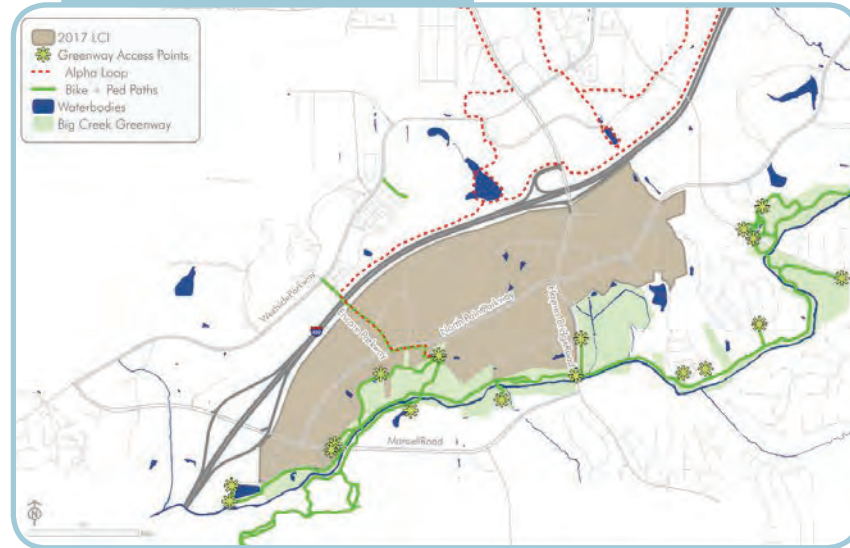


Transit in the North Point area includes MARTA local bus routes and the Sanctuary Park Shuttle.

MARTA offers nine different bus routes in the study area, with routes #164 and #389 located along North Point Parkway. Most transit stops consist solely of signage and lack benches or bus shelters.

The **Sanctuary Park Shuttle** is a complimentary service that connects several office buildings off of Westside Parkway in Sanctuary Park to the Kiss & Ride at the North Springs MARTA Station. It operates during typical weekday peak commute times.

TRAILS NETWORK



The North Point area's existing **Trails Network** is heavily concentrated on the south side of the study area along Big Creek Greenway.

Recently built trails, including the **Encore Bridge connection** and future trail connections, such as the proposed **Alpha Loop trail** shown in dashed red lines. Current **greenway access points** are symbolized with green asterisks. Although there are multiple access points within the study area, the Big Creek Greenway is fairly hidden from North Point Parkway and retail developments, diminishing visible accessibility and general accessibility to this amenity.

EXISTING CONDITIONS

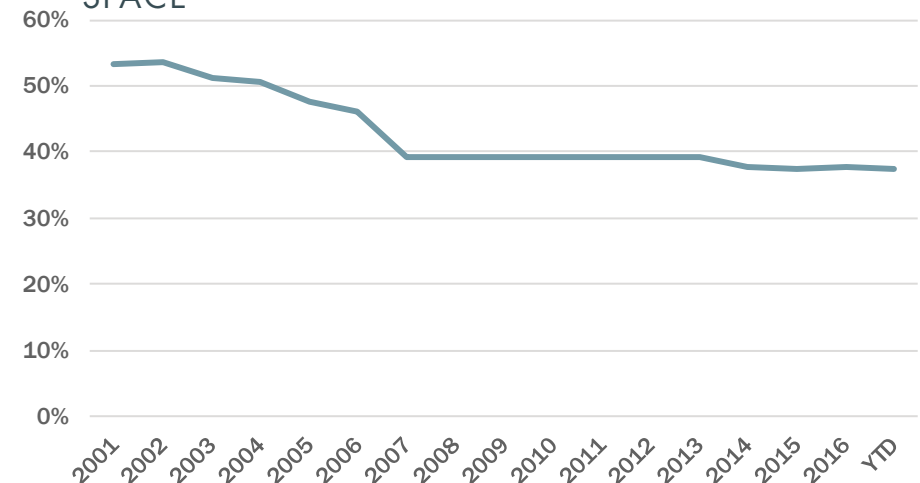
MARKET POTENTIAL

EXISTING MARKET CONDITIONS

Today there is approximately **3.5 million square feet of retail space** within the North Point study area, making up 37 percent of the City of Alpharetta's total retail space. This retail space within the study area is 97.4 percent occupied, while the total retail space in the City of Alpharetta is 96.3 percent occupied.

Since 2001, **the study area's share of retail space as a part of the whole city has been decreasing**—a trend that is expected to continue with new store openings at Avalon, Downtown Alpharetta, and other new developments offering a unique shopping experience. This decline is significant as it will potentially impact the occupancy rate for the North Point area due to increased nearby competition.

STUDY AREA SHARE OF ALPHARETTA RETAIL SPACE



The office market in the North Point area only makes up 6 percent of the City of Alpharetta's total office space at 1.1 million square feet. This proportion increased from just under 5 percent in 2007, and has been stable since.

Multifamily residential units represent a small segment of the study area's market, but have grown since 2000 with the total number of units growing to 1,091 units. Currently, **99.9 percent of North Point's 7,000 workers live outside of the study area** and commute into the area during the week. Therefore, there is demand for housing options within the study area that will enable workers to live closer to their jobs as well as attract new residents and employees to Alpharetta.

CATALYTIC ASSETS

The North Point area is well-positioned with a renewed focus on walkability and quality retail to evolve beyond the context of what has traditionally been a automobile-oriented corridor. Largely dominated by one-story retail centers and anchored by **North Point Mall**—which features more than **1.3 million square feet of retail space**—the area also has several community amenities that provide a strong starting point for enhancements. The **Big Creek Greenway** on the south side of the study area should be explored to promote walkability, placemaking, and green space. Similarly, the overabundance of surface parking located within the study area creates a unique opportunity for new development, offering numerous prime **redevelopment sites** that are already cleared and relatively flat if property assembly and demolition risks are minimized.

DEVELOPMENT TYPES

The supply of walkable places that mix housing, shopping, and office space within a compact community are increasingly desirable places to live and work. In areas outside of the Atlanta core, the market has not been able to keep pace with the growing demand for these communities. As the North Point area evaluates ways it could evolve in the future, transforming its automobile-centric land use pattern into a more **walkable framework** will be necessary to compete with nearby places. As a part of this study effort, Bleakly Advisory Group completed a Market Analysis of the North Point area, and developed the following “**likely**” and “**aggressive**” scenarios of future demand potential over the next five years. These estimations, are not development projections or recommendations, but rather potential short-term demand under current and similar market conditions that were utilized as a foundation for envisioning the area’s future and developing concepts based upon a market-appropriate mix of uses. Future development may deviate from these estimations depending on future market conditions, the City’s intentions for development, and a variety of other factors.

Development Type	Likely Scenario		Aggressive Scenario		Notes
	Square Feet	# of Units*	Square Feet	# of Units*	
Residential - For Rent	357,000	357	454,000	454	Vertically integrated, mixed use, structured parking
Residential - For Sale	274,000	183	295,000	197	Condos or townhomes
Retail	53,600	n/a	68,775	n/a	Grocery, pharmacy, local hardware
Office	297,180	n/a	363,182	n/a	Unique building type, mixed use, technology focused
Hotel	72,000	240 (Rooms)	120,000	400 (Rooms)	Potential for boutique or full-service

*These unit counts only include estimations for residential properties with market-driven pricing

EXISTING CONDITIONS

DEVELOPMENT POTENTIAL BY LAND USE

The projected demand quantities mentioned in the “likely” and “aggressive” scenarios provide a quantitative basis for an appropriate mix of new development that could occur in the North Point area over the next five years. Because these quantities correspond to particular types of new retail, office, and residential development, it is crucial to distinguish and define these markets. The following three sections provide qualitative descriptions and explore this aspect in greater detail.

RETAIL DEVELOPMENT POTENTIAL

Demand Potential: 50,000–70,000 square feet

In response to shifting consumer preferences, the most successful retail markets are remaining competitive by:

- Responding to the growing demand for memorable and authentic places
- Fostering a true sense of design and a sense of place
- Attracting a balanced mix of national brands and local boutiques

Specific retail opportunities recommended for the North Point area include:

- Local grocery stores or markets
- Pharmacies (not free-standing, but included on the ground floor of a mixed use building)
- Local hardware stores/niche store with neighborhood goods



Local grocery on the ground floor of a mixed use building at Emory Point in Atlanta, GA



Target and Anthropologie stores across from each other demonstrate a balance of retail offerings at the Mosaic District development in Fairfax, VA



The unique atmosphere at Krog Street Market successfully combines boutique shops and local restaurants in Atlanta, GA

OFFICE DEVELOPMENT POTENTIAL

Demand Potential: 300,000—375,000 square feet

While the existing office uses in the North Point area are characterized by stand-alone office buildings, current consumer preferences indicate a desire for office spaces that are more a part of mixed use developments.

“Developers are transforming the commercial office building model as they refocus on their tenants’ need to recruit a younger, more creative and collaborative workforce. Its preference for buildings that map to its values puts a premium on sustainability, wellness, loft-like spaces, and locations that are active, transit-friendly, and walkable.”
— Gensler’s The Future of the Workplace



Office within a mixed use development at Santana Row in San Jose, CA



Formerly Town & County Mall, CityCentre features office within mixed use in Houston, TX

Of the potential office demand in the study area, approximately two-thirds will likely come from technology companies seeking to locate in the City—Alpharetta is well-established as a much sought-after destination for technology companies. According to City statistics, more than 640 tech companies currently occupy office space within the city limits and more than one-fourth of metro Atlanta’s top tech employees call Alpharetta home. A redeveloped North Point area, with a focus on walkability and green space, will offer an environment that 21st Century tech companies are increasingly seeking. Companies in the Information sector, as well as the Professional, Scientific, and Technical Services sector will drive office demand to the study area. These two sectors alone are expected to account for more than 5,000 new employees in Alpharetta over the next five years. Assuming the study area can capture 15 percent of the office space demanded for these new tech employees, the North Point area could attract more than 200,000 SF of new tech-oriented office in the near-term.

EXISTING CONDITIONS

RESIDENTIAL DEVELOPMENT POTENTIAL

Consistent with the City of Alpharetta's development policy, residential multifamily development should only occur as a part of a mixed use development. This new residential should emphasize walkability by being developed concurrently with green space, multimodal pathway connections, and other pedestrian amenities, such as shade, furniture, and lighting.

Demand Potential:

- For Rent Residential: 350 to 450 new quality rental units over the next five years
- For Sale Residential: 175 to 200 new condos and/or townhomes over the next five years



The Landmark Mall Redevelopment transforms a former mall property into residential within mixed use development in Alexandria, VA

PRICING BY RESIDENTIAL TYPE

For rent residential development in the form of one-and two-bedroom units would be well-suited for the area.

- New one-bedroom units would average approximately \$1,750 per month, or \$2.40 per square foot
- New two-bedroom units would average approximately \$2,500 per month, or \$2.25 per square foot

Townhomes are an extremely viable form of for sale residential appropriate to the North Point area in the near-term. There is also a demand for condos.

- Condo pricing would likely start around \$250,000/unit and range up to more than \$500,000 (this could fluctuate based on size, orientation, views, and finish level—with the potential to climb even higher)
- Townhome pricing would likely start at \$400,000 and range to exceed \$750,000 for premium units (for example, units located alongside a trail)

DEVELOPMENT POTENTIAL FOR OTHER MARKETS

Beyond the development potential that has been discussed for retail, office, and residential in the North Point area, there also is an opportunity for including entertainment uses in the overall study area. The projections mentioned below are market estimates that assume entertainment will be incorporated into mixed use developments and are relative to the other uses that will be planned for those developments.

ENTERTAINMENT DEVELOPMENT POTENTIAL

If integrated into a well-executed mixed use district, entertainment uses in various forms have the potential to be successful destinations and attractions in the North Point area. These options can help to add vibrancy and drive retail demand. Alpharetta has proven to successfully support entertainment facilities of varying scales, particularly northeast of the freeway. The study area provides a logical location for additional entertainment venues in the City. Leveraging entertainment to achieve an interesting and unique mix of uses will certainly attract attention to the area, but only coupled with targeted changes that increase walkability and enhance the pedestrian experience overall.

“Entertainment districts are being planned or are popping up all over the country. While they vary in size, building type, and tenant mix, the collective intent of developers and municipalities is clear: to rejuvenate exhausted or neglected real estate, to generate much-needed tax revenues, and to bolster their cities’ live-work-play image as they compete fiercely with other metros for businesses and residents.”

— Building Design and Construction Network



CONCEPT STRATEGY

PUBLIC ENGAGEMENT
CONCEPTUAL FRAMEWORK

CONCEPT STRATEGY



IDENTIFY AND CLARIFY PUBLIC INVESTMENTS — PARTICULARLY RELATED TO WALKABILITY, PLACEMAKING, AND GREEN SPACE.

Consistent contact with a key group of stakeholders and targeted efforts to involve North Point community members helped the planning team develop a **strategic plan** for the study area. Over the course of the planning process, three public workshops were held. The first two public workshops provided the community the opportunity to provide input on the challenges facing the area as well as to express their goals and vision for future development enhancements. Through these conversations, several recurring themes and priorities emerged, including **walkability**, **placemaking**, and **green space**. These themes, in conjunction with other plan analysis, helped shape a cohesive strategy and framework for the future of the North Point area. The third public workshop enabled the public to review the finalized plan concepts and to provide input on their priorities for the plan's implementation projects. The third public workshop's input is included in Chapter 5, Implementation, through prioritized projects.



PUBLIC ENGAGEMENT

PUBLIC WORKSHOP #1

At a September 2017 public meeting, community members were provided an overview of the existing conditions and previous plan summaries and actions in Chapters 1 and 2 and invited to participate in several activities designed to encourage input and spur discussion about walkability, quality retail development, and green space.

NORTH POINT ATTRACTIONS

The public was asked to identify their top three reasons for typically coming to the North Point area to help the planning team understand how people use the area and what purpose it serves within the community. This input was used during concept development to ensure that the area would continue to be a **regionally important and successful activity center**.



Responses to "What are your top three reasons for coming to the North Point area?" at the September 14, 2017 public workshop

CONCEPT STRATEGY

PUBLIC WORKSHOP #1 (CONTINUED)

STUDY FOCUS: QUALITY RETAIL

A key focus of this LCI plan update is promoting quality retail in the North Point area. Shifting consumer preferences have created a need to adjust the way retail development is approached. The most successful retail markets have remained competitive by:

- Responding to the growing demand for memorable and authentic places
- Fostering a true sense of design and a sense of place
- Attracting a balanced mix of national brands and local boutiques

Retail Preferences

Community members were asked to prioritize features of different types of retail developments and indicate their preferences. The top images included examples from Hillsboro Center in Nashville, TN (#1); The Gulch in Nashville, TN (#2); and Santana Row in San Jose, CA (#3). All of these developments continue to incorporate the pedestrian components touched on in the walkability examples below.



Hillsboro Center



The Gulch



Santana Row

STUDY FOCUS: WALKABILITY

Walkability is another key focus of this study. Current trends indicate a growing preference for walkable places. Fostering walkability requires a wide range of interventions:

- Complete streets that balance vehicular lane and sidewalk widths
- Pathways that connect key destinations
- Shade and pedestrian amenities
- Use mix and visually interesting buildings
- Mobility options/circulators that extend the walk (park once and walk everywhere)

Walkability Visual Preferences

Utilizing a variety of images that depict varying characteristics of pedestrian infrastructure, community members were asked to select images that best captured the aspects of walkability they would like to see incorporated in the North Point area. The highest-rated images are included below: Storrs Center in Mansfield, CT; Mariahilfer Strasse shopping boulevard in Vienna, Austria; and Technology Square in Atlanta, GA.



Storrs Center



Mariahilfer Strasse



Technology Square

General Theory of Walkability

Nationally recognized walkability expert and author Jeff Speck participated in the September Core Team meeting and public workshop to discuss the walkability potential of the North Point area. His "General Theory of Walkability" identifies **four conditions needed for a successful walking environment:**

1

USEFUL

Most aspects of daily life are located close at hand and organized in a way that walking serves them well.

2

SAFE

The street has been designed to give pedestrians a fighting chance against being hit by automobiles; they must not only be safe but feel safe.

3

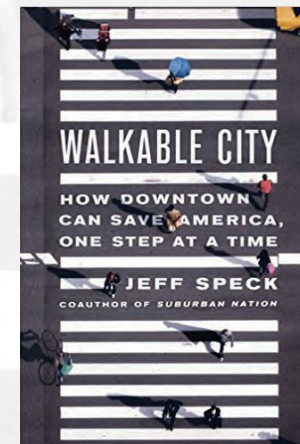
COMFORTABLE

Buildings and landscape shape urban streets into "outdoor living rooms," in contrast to wide-open spaces.

4

INTERESTING

Sidewalks are lined with unique buildings with friendly faces and signs of humanity abound.



CONCEPT STRATEGY

PUBLIC WORKSHOP #1 (CONTINUED)



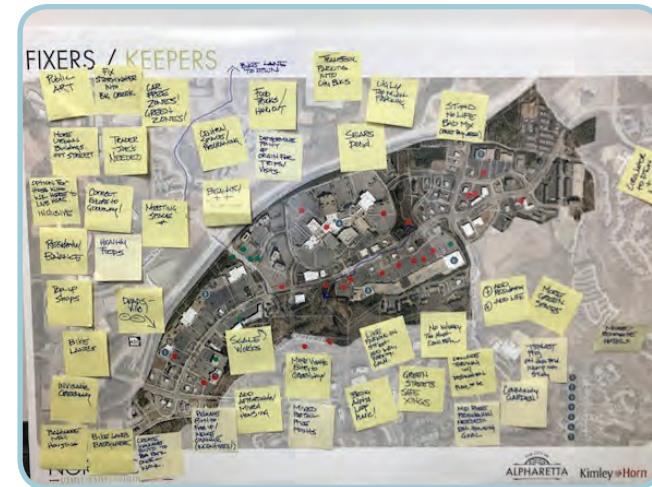
Images from the September 14, 2017 public workshop

OPPORTUNITIES EXERCISE

The Opportunities Activity at the September public workshop helped community members identify aspects of the North Point area they would like to keep and aspects they wanted to fix. Redevelopment priorities were concentrated around **North Point Mall, North Point Market Center**, and other similar **retail centers**. The **Big Creek Greenway** also was identified as an incredible natural and recreational resource, but lacking in accessibility and visibility.

PLAN VISION

Taking into account feedback from the workshop and Core Team meeting, the project team summarized this information into a Plan Vision, which is outlined below. These four ideas serve as guiding principles for the plan and served as a launch-point for future public discussions.



Opportunities Map Board

- **CREATE A “PARK ONCE WALK EVERYWHERE” WALKABLE ENVIRONMENT** for people to enjoy a network of green spaces programmed with events and public art.
- **CREATE MULTIMODAL CONNECTIONS PARALLEL TO NORTH POINT PARKWAY** closer to existing retail centers, traversing existing surface parking areas where possible, while maintaining North Point Parkway as the area’s major vehicular artery.
- **INDUCE REDEVELOPMENT OF LARGE AREAS OF SURFACE PARKING** to support a grid of new streets and pathways lined by street-fronting buildings and active ground level uses.
- **IMPROVE THE AREA’S RETAIL BALANCE** to offer a mix of destinations and quality retailers (at a variety of price points) to create a reason to visit both day and night.

CONCEPT STRATEGY

PUBLIC WORKSHOP #2

FUTURE DEVELOPMENT EXERCISE

Based on the market analysis (pages 30-36), potential future demand over the next five years was translated into a visualization exercise facilitated by the planning team. Participants used colored blocks corresponding to retail, residential, office, and hotel uses. Through this exercise, community members were able to communicate **desired locations, type, and intensity of future development** as well as potential **green spaces and green connections**.



These photos summarize feedback from the community members who participated in the Future Development exercise. Overall, the community expressed a need to focus on **converting excess surface parking** into **moderately dense nodes** of residential and office development.



Community members participating in the Future Development exercise at the October 29, 2017 public workshop



Summary of open space/green space feedback

STREET BUILDER EXERCISE

To understand the **public vision for North Point Parkway**, the most prominent roadway in the study area, participants were provided an opportunity to design their ideal cross section for the corridor. Although there were different interpretations of what the corridor could look like, overall participants expressed a **desire for a wider variety of transportation options and multimodal access to destinations** along the corridor, including protected bicycle and pedestrian pathways.



Street Builder activity

CONCEPT STRATEGY

CONCEPTUAL FRAMEWORK

Drawing on information from the Core Team and public workshops and utilizing North Point area's existing market potential and projected demand as a basis, conceptual frameworks were created to help organize public priorities. One framework, the **Green Space Network**, was created to identify opportunities regarding the lack of accessibility to green space coupled with a desire to transform the area into a more walkable place. Two more framework diagrams delineate **Opportunity Areas**, that identify **1st Tier priority** and **2nd Tier priority** sites for reinvestment and redevelopment.

EXPANDING GREEN SPACE

Building from the Big Creek Greenway, there is a significant opportunity to develop a green space network that can distinguish and enhance the district. This includes potential ecological features along the North Point corridor, pocket parks, and pathway connections that can provide much needed connectivity and bicycle/pedestrian accessibility. This green space network can provide both passive spaces and innovative active uses, including art, sculpture, and play elements.

Specifically, green space projects envisioned include:

- Creating **pocket parks** in parking lots of businesses susceptible to change or redeveloping in the near or mid-term future to re-green the area
- Transforming the existing stormwater detention facility directly northeast of North Point Mall into an expansive **park with dedicated event space** and an approachable **stormwater pond**
- Locating **green pathway connections** to strategically break-up retail strips and provide greater connectivity and access to the Big Creek Greenway
- Continuing to add green connections where appropriate to develop an **ecological fabric that complements North Point's retail focus**

GREEN SPACE NETWORK



EXISTING AND POTENTIAL GREEN SPACES



EXISTING GREENWAY TRAILS



PROPOSED PATHWAY CONNECTIONS



PLANNED ALPHA LOOP TRAIL

CONCEPT STRATEGY

DEFINING OPPORTUNITY AREAS

1ST TIER PRIORITIES

The North Point study area, stretching between Mansell Road and Haynes Bridge Road, is a relatively large land area compared to the potential market demand. With both the expanse of the study area and the current health of existing retail in mind, transformation of the study area into **walkable areas of high quality retail** will need to occur in concentrated nodes over time. Three primary areas were identified through the planning process: **Lower Mansell, Encore Parkway corridor, and North Point Mall area.**



LOWER MANSELL

- Southern gateway to the district at Mansell and North Point Parkway
- Underutilized area and most susceptible to change in the near term
- Logically ties into the Big Creek Greenway



ENCORE PARKWAY CORRIDOR

- Strategically leverages recent investments, specifically the new bridge connection across GA 400
- Strengthens the connection across the Alpha Loop and Big Creek Greenway
- Opportunity to develop a double-loaded corridor lined with active ground floor buildings



NORTH POINT MALL AREA/PARK

- Develop a focal green space for the study area
- Amenitize and transform underutilized mall parking areas and stormwater detention facilities
- Create a multiuse gathering and event space with ties to proposed pathway connections

1ST TIER OPPORTUNITY AREAS



 PRIORITY AREAS, 1ST TIER

 EXISTING AND POTENTIAL GREEN SPACES

 PROPOSED PATHWAY CONNECTIONS

CONCEPT STRATEGY

DEFINING OPPORTUNITY AREAS (CONTINUED)

2ND TIER PRIORITIES

Due to the need to focus short-term investment in clusters that change the character of the area, **2nd Tier Redevelopment areas** are secondary opportunities due to **property ownership limitations**. These have the potential to further catalyze North Point's transformation in the mid- to long-term.

4

NORTHWEST MALL AREA

- Underutilized surface parking bordered to the north by GA 400 and informal green pathway connections
- Proximity to Encore Bridge area
- Potential regional transportation connection

5

OFF-ROAD PEDESTRIAN PATH/RETAIL CENTER INFILL

- Opportunity to infill without requiring traditional retrofitting of existing building clusters or outparcel development
- Preserves North Point Parkway as a primary vehicular corridor while creating an opportunity for pedestrian circulation safely buffered from the street
- Proximity to the Big Creek Greenway to strengthen the area's green space network and resources

2ND TIER OPPORTUNITY AREAS



PRIORITY AREAS, 1ST TIER



PRIORITY AREAS, 2ND TIER



EXISTING AND POTENTIAL GREEN SPACES



PROPOSED PATHWAY CONNECTIONS



CONCEPT DEVELOPMENT

DESIGN GUIDELINES

1ST TIER SCHEMATIC CONCEPTS

CASE STUDIES

OTHER INITIATIVES

THE NORTH POINT ECODISTRICT

CONCEPT DEVELOPMENT



ASSIST PROPERTY OWNERS IN UNDERSTANDING THE SCALE, DESIGN, AND LOCATION OF DESIRED FUTURE DEVELOPMENT.

Based on the green space network and priority opportunities areas identified by the community, a series of detailed explorations were conducted and concepts developed to help guide future public and private investments in the North Point area. The following pages include the following concept components:

- **Schematic concepts** for the three 1st Tier priority investment areas: Lower Mansell, Encore Parkway, and North Point Park
- **Case studies** of successful development examples for North Point's potential
- Examples of **other district-wide initiatives** with the potential to meet the community's aspiration for a more lively, connected activity center.

Throughout this chapter and the next, projects and initiatives are numbered with a letter-number identifier. The letter denotes the type or category of improvement and corresponds to the list below, while the numbers are sequential and not necessarily in order of importance or priority.

Project Letter	Category of Improvement
I	Infrastructure
G	Green Space Strategy
W	Walkability
D	Development
O	Other Initiatives

SCHEMATIC CONCEPTS

The following pages contain schematic concepts for the three 1st Tier priority investment areas.

1 LOWER MANSELL



2 ENCORE PARKWAY



3 NORTH POINT PARK



CONCEPT DEVELOPMENT

SCHEMATIC CONCEPTS

CONCEPT 1: LOWER MANSELL

LOCATION AND ADVANTAGES

The Lower Mansell concept area is situated just north of Mansell Road and east of North Point Parkway, highlighted in red in the diagram to the right. Currently anchored by an AMC Theater and Barnes & Noble Booksellers, this area is characterized by buildings set back from North Point Parkway's street edge and an abundant supply of surface parking located in front of the buildings. The area is currently zoned planned Shopping Center (PSC).

One of the most significant limitations to redevelopment and reinvestment in the North Point activity center, and other similar commercial areas, is the limited number of large parcels owned by single property owners. When retail properties are held by multiple owners and complicated with a variety of lease terms, properties must be assembled, risk increases, and reinvestment is less likely. The advantage of the Lower Mansell area is that the theater/bookstore site is approximate 14 acres in size, held by a single property owner.

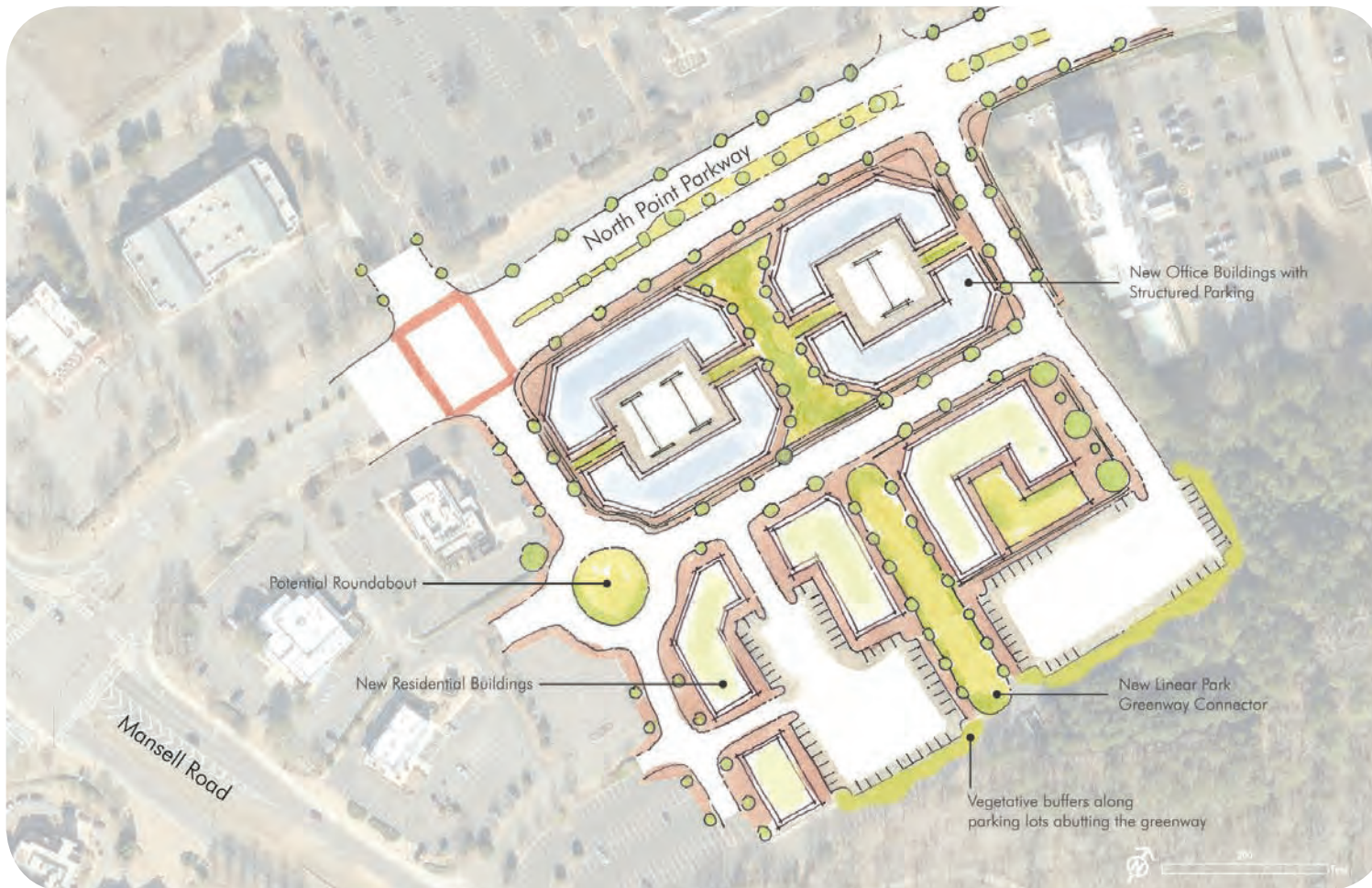
Additionally, the site's proximity to the Big Creek Greenway provides an opportunity to build upon and tie into the area's greenway and green space network. By incorporating new greenway access points into the concept, the community vision of enhancing walkability and providing a network of green spaces can be furthered as a part of the redevelopment process.



Concept Location

LOWER MANSELL CONCEPT RENDERING

The concept drawing on the facing page illustrates the redevelopment potential of the Lower Mansell area and other larger retail blocks or parcels within the district over time. Redevelopment of and reinvestment in these parcels provides an opportunity to eliminate underutilized or obsolete big box stores and expansive surface parking lots and incorporate a greater variety of uses, including office space, which is desired within areas with nearby amenities, and potential residential uses. In addition to incorporating a mix of uses that meet market demands in more economically sustainable building patterns, the concept enhances walkability and connectivity to the Big Creek Greenway by locating new buildings along street edges, placing parking behind building frontages, and incorporating green spaces and direct connectivity to the greenway.



Lower Mansell Concept Rendering*

**Concept sketches are for illustrative purposes only and are not development proposals. They are intended to show one potential option for future development and are indicative of the types and character of investments that are consistent with plan goals, objectives, and strategies.*

Residential
Office

CONCEPT DEVELOPMENT

CONCEPT 1: LOWER MANSELL (CONTINUED)

PROJECTS AND GREEN CONNECTIONS

While the concept is an example and not necessarily how the site will evolve over time it does lead to an identification of potential improvements and action items. The diagram to the right shows the schematic concept with specific project opportunities labeled in blue and recommended green connections shown with dashed lines. A key component of the Lower Mansell concept is the introduction of multimodal connections that enhance pedestrian connectivity within the area and to destinations beyond (W.1 and W.2). These paths, coupled with several intervening street connections, break the site into blocks that are more human-scaled and compact. Furthermore, the block structure distributes traffic and provides the community with safe alternatives to traverse the area, reinforcing the plan vision of creating a “park-once” environment.

These path connections follow the intervening tree-lined streets and capitalize on new green spaces, particularly the active pocket park (G.1) and linear park/greenway connection (G.2). These spaces together create a green promenade through the concept area and daylight the greenway by providing access from North Point Parkway.



Lower Mansell projects and green connections

LOWER MANSELL PROJECT LIST

#	Name	Description	Improvement
I.3	Parallel Road Connection	Construct a parallel road to North Point Parkway between developments	Infrastructure
I.4	New Roundabout	Add a roundabout at the existing Unnamed Road traversing the site north-south	Infrastructure
G.1	Active Pocket Park	Create a residential pocket park with outdoor exercise equipment and other active park details	Green Space Strategy
G.2	Linear Park/Greenway Connector	Implement a landscaped linear park between properties and tying into the Greenway on the south side of the site	Green Space Strategy
W.1	Trail Across North Point Parkway	Connect the Lower Mansell area with properties to the north by constructing a multiuse trail connection across North Point Parkway	Walkability
W.2	East Trail Connection	Construct a multiuse trail extending east to connect to existing hotel property and beyond	Walkability
D.3	New Residential	Infill existing parking lot with residential development. As illustrated, the concept accommodates 230,000 to 345,000 square feet of potential residential development (assuming 4 to 6 stories, consistent with a village-style development, general public input, and case studies).	Development
D.4	New Office	Redevelop existing properties with new office buildings. As illustrated, the concept accommodates 280,000 to 420,000 square feet of potential office development (assuming 4 to 6 stories, consistent with a village-style development, general public input, and case studies).	Development

EXAMPLE DEVELOPMENTS



Storrs Center in Mansfield, CT



East Nashville, Nashville, TN

CONCEPT DEVELOPMENT

CONCEPT 2: ENCORE PARKWAY

LOCATION AND ADVANTAGES

The Encore Parkway concept area, highlighted in red in the diagram to the right, includes land on both the east and west sides of Encore Parkway between North Point Parkway and GA 400.

The area consists of 29 acres of land area on five different parcels, all of which are presently zoned PSC. Three of these parcels share the same owner east of Encore Parkway. This land is almost entirely occupied by parking lots fronting the street. West of Encore Parkway, the parcels include Wells Fargo Bank and Mansell Crossing, which is a retail center with large parking lots along North Point Parkway. Finally, one of the three parcels owned by the same entity is situated directly south of Encore Parkway, and is currently undeveloped and is situated adjacent to the Big Creek Greenway.

As previously mentioned, one of the major accomplishments of the original 2008 LCI Plan was the completion of the Encore Parkway Bridge as a key pedestrian and bicycle connector across GA 400 and the addition of sidewalks, bicycle lanes, and streetscaping along Encore Parkway. To further leverage these enhancements to benefit the community, promoting future development that prioritizes the community's vision of walkability in the Encore Parkway corridor will be essential.



Concept Location

ENCORE PARKWAY CONCEPT RENDERING

The concept drawing for Encore Parkway on the facing page illustrates the development potential along the enhanced corridor. To further enhance Encore Parkway, improve the area's walkability, and foster quality retail, new buildings should line Encore Parkway, the existing sidewalk should be widened, and parking should be placed behind primary structures. Future development and investment should also seek to create smaller blocks and pocket parks within the area. Ground floor uses along Encore Parkway should include retail and other active uses, as required in the North Point Design Guidelines. Upper floors should be utilized for office and residential uses.



Encore Parkway Concept Rendering*

**Concept sketches are for illustrative purposes only and are not development proposals. They are intended to show one potential option for future development and are indicative of the types and character of investments that are consistent with plan goals, objectives, and strategies.*

CONCEPT DEVELOPMENT

CONCEPT 2: ENCORE PARKWAY (CONTINUED)

PROJECTS AND GREEN CONNECTIONS

Several east-west multimodal path connections are illustrated in the diagram on the right, anchored by Encore Parkway, which acts as a spine running north-south. These connections act to effectively position Encore Parkway as a node of development that can exist within the context of the study area as opposed to as a stand-alone endeavor.

This concept maximizes the undeveloped parcel south of Encore Parkway by imagining an open green space that functions as a gateway to the Big Creek Greenway (G.3). This focus on green space, along with multiple other pocket parks throughout (G.4), complement the proposed new buildings by balancing recreation with higher intensities of land use. Potential new buildings include residential, office, and mixed use development with retail.

All streets and pathways should take care to mitigate curb cuts, service areas, and building penetrations to promote a walkable environment. Alleys and rear lanes should be considered to support building operations, service, and freight.



Encore Parkway projects and green connections

ENCORE PARKWAY PROJECT LIST

#	Name	Description	Improvement
I.5	Road Extension	Extend North Point Center East roadway between new developments	Infrastructure
I.6	New Roundabout	Add a roundabout west of Encore Parkway to connect new intervening streets	Infrastructure
I.7	Secondary Streets	Introduce new secondary streets to develop a more connective network between the east and west sides of Encore Parkway	Infrastructure
G.3	Greenway Gateway	Leverage the property at the south-end of Encore Parkway as an opportunity to provide public open space and enhance access to the Big Creek Greenway	Green Space Strategy
G.4	Active Pocket Parks	Incorporate pocket parks to reinvestment efforts on the west side of Encore Parkway, including temporary and permanent activities, equipment, and programming to give each park a unique identity and purpose	Green Space Strategy
W.3	West Trail Connection	Connect the new pocket park to the west with a multiuse trail through existing surface parking	Walkability
W.4	East Trail Connection	Construct a multiuse trail extending east to connect along North Point Center East roadway	Walkability
W.5	Parallel Trail Pathway	Construct a multiuse path situated parallel to GA 400	Walkability
D.5	New Mixed Use	Infill existing parking lot with office and mixed use developments on the east side of Encore Parkway. As illustrated, the concept accommodates 750,000 to 1.1 million square feet of mixed use space, assumed to be 25 percent retail and 75 percent office or residential development (assuming 4 to 6 stories, consistent with a village-style development, general public input, and case studies).	Development
D.6	New Residential and Office	Infill existing parking lot with residential and office buildings on the west side of Encore Parkway. As illustrated, the concept accommodates 300,000 to 450,000 square feet of office and 265,000 to 400,000 square feet of residential development (assuming 4 to 6 stories, consistent with a village-style development, general public input, and case studies) beyond what is included in item D.5.	Development
D.7	New Structured Parking	Construct adequate structured parking to accommodate new infill development	Development

EXAMPLE DEVELOPMENTS



The Gulch in Nashville, TN



Hill Center in Nashville, TN

CONCEPT DEVELOPMENT

CONCEPT 3: NORTH POINT PARK

LOCATION AND ADVANTAGES

North Point Park is highlighted in red in the diagram to the right. Larger in area than the previous two concepts, North Point Park is comprised of nine parcels totaling approximately 48 acres. These parcels are held by five different entities, with two of the entities owning three parcels each—making their support for the concept plan critical.

Similar to the Lower Mansell and Encore Parkway sites, all of the land within the North Point Park concept is presently zoned PSC. With the exception of the Big Creek Greenway, this concept area has the most varied topography in the North Point study area. This is due in part to several detention ponds that sit on land located on the east side, surrounded by vegetation and undeveloped land. This property represents a prime opportunity for the North Point area to regain green space and incorporate a usable amenity that is more accessible and attractive for community members.

Another advantage of this concept area is revitalizing a vast amount of surface parking that currently surrounds the North Point Mall. This land is already cleared and graded, and can significantly decrease construction costs for new development as opposed to development sites where heavy demolition is required. Furthermore, locating future development in these parking lots has the residual effect of right-sizing parking for the concept area by removing excess spaces that are rarely utilized and instead dedicating that land to a higher and better use.



Concept Location

NORTH POINT PARK CONCEPT RENDERING

The schematic concept displaying the potential future scheme of the North Point Park area is illustrated on the next page. As its name suggests, the North Point Park concept features an expansive green space as its focal point, concentrating development in the underutilized surface parking lots between the detention area and the mall. Secondary streets are introduced to subdivide the mall parking lot into walkable blocks. Mixed use buildings, continuing the theme of incorporating an active ground floor to foster pedestrian activity, line the park edge and include both residential and office upper floors. Buildings dedicated solely to office are shown at the south end of the concept with easy access to North Point Parkway, while residential buildings are concentrated to the north. These clusters of buildings hide several smaller parking lots that are masked from view, recasting the area's focus from an auto-centric retail hub to a destination offering a mix of retailers, office spaces, and housing options.



North Point Park Concept Rendering*

**Concept sketches are for illustrative purposes only and are not development proposals. They are intended to show one potential option for future development and are indicative of the types and character of investments that are consistent with plan goals, objectives, and strategies.*

CONCEPT DEVELOPMENT

CONCEPT 3: NORTH POINT PARK (CONTINUED)

PROJECTS AND GREEN CONNECTIONS

The North Point Park concept area is composed of several projects that continue to build upon the themes of walkability, green space, and quality retail. North Point Park is envisioned to be an active stormwater facility that reshapes the existing stormwater detention area into a space suitable for large-scale community events and gatherings (G.5). A new amphitheater or event space (O.6) is recommended to be constructed into an existing slope located at the northeast edge of the park, taking advantage of the site's topography.

Circulation can be improved by extending the North Point Mall Entrance Road (I.10) and North Point Drive Road (I.11). Introducing a roundabout (I.9) at the intersection of these streets will further the goal of walkability by slowing automobile traffic to safer speeds. Beyond the multimodal path connections pictured in the diagram to the right, North Point Circle, the mall's perimeter street, will place a higher priority on functioning as a multimodal roadway by being scaled down from four lanes to two lanes.



North Point Park projects and green connections

NORTH POINT PARK PROJECT LIST

#	Name	Description	Improvement
I.8	North Point Mall Entrance Road Extension	Extend North Point Mall Entrance Road north to increase connectivity throughout mall development	Infrastructure
I.9	North Point Drive Road Extension	Extend North Point Drive to new roundabout connection	Infrastructure
I.10	North Point Circle Road Diet	Convert North Point Circle Road along the park's edge to prioritize bicycle and pedestrian circulation in addition to vehicular by reducing the roadway from four to two lanes. This new allocation of roadway can serve as a model for the remainder of North Point Circle Road.	Infrastructure
I.11	New Roundabout	Introduce new secondary streets to develop a more connective network throughout the site	Infrastructure
I.12	Secondary Streets	Add a roundabout to connect new intervening streets on existing mall surface parking	Infrastructure
G.5	Stormwater Park	Leverage existing stormwater detention area for new large-scale community park/open space	Green Space Strategy
G.6	Green Corridor Connection to the Mall	Introduce green corridor between buildings connecting new stormwater park with existing mall	Green Space Strategy
G.7	Pocket Park	Include new pocket park adjacent to existing mall connecting the to new green corridor	Green Space Strategy
W.6	East Trail Connection	New multiuse trail connection extending east along North Point Drive towards Haynes Bridge Road and beyond	Walkability
W.7	West Trail Connection	New multiuse trail connection extending west along the north-end of the mall and parallel to GA 400	Walkability
W.8	South Trail Connection	New multiuse trail connection extending south across North Point Parkway to connect between developments and Big Creek Greenway	Walkability
D.8	Infill Development on the Mall Property	There are a variety of development opportunities around the mall, and the exact mix of uses will need to be determined by the mall and the City of Alpharetta.	Development
D.9	Develop Park Edges with Active Uses	Prioritize outdoor dining and shopping fronting the park space and new intervening street network	Development

(Continued on next page)

CONCEPT DEVELOPMENT

CONCEPT 3: NORTH POINT PARK (CONTINUED)

NORTH POINT PARK PROJECT LIST (CONTINUED)

#	Name	Description	Improvement
O.6	New Amphitheater	Construct a new amphitheater for gathering/flexible event space within the new stormwater park	Other Initiative
O.7	Space Activation Strategy	Evaluate potential strategies to activate the new park space daily with a variety of initiatives and events	Other Initiative

EXAMPLE DEVELOPMENTS



Old Fourth Ward Park in Atlanta, GA



Former parking lot at Northgate Mall in Antioch, TN

CASE STUDIES

To better understand possible outcomes for Lower Mansell, Encore Parkway, and North Point Park, it can be instructive to review case studies of other redevelopment sites that share similar characteristics and challenges. The following pages contain a collection of examples of developments that have experienced success by leveraging similar strategies proposed for priority North Point concept areas. Most case studies are successful examples of transforming outdated auto-centric retail areas into new walkable environments that support quality retail and dining destinations. Reviewing and learning from these examples can help guide the North Point area's future growth and help shape a unique identity for the district.

BELMAR LAKEWOOD, CO



An example of placemaking when applied to a dying mall, Belmar Town Center emerged in 2002 as a hybrid shopping/dining/living experience, despite the environmental challenges and complicated ownership that had to be overcome as a part of the redevelopment process.

SHOPS AT STONEFIELD CHARLOTTESVILLE, VA

Offering a mix of retail, restaurant, entertainment, and residential options, the Shops at Stonefield attract more than 500,000 visitors annually, redefining the shopping experience with elegant facades and outdoor dining.



CONCEPT DEVELOPMENT

CASE STUDIES (CONTINUED)

ASSEMBLY ROW SOMERVILLE, MA



A short distance from downtown Boston, Assembly Row combines residential, entertainment, shopping, dining, and fitness with prominent walkways for a pedestrian-focused experience.



CROCKER PARK WESTLAKE, OH



Crocker Park's iconic boulevard invites pedestrians to shop local brands and specialty shops outdoors from the safety of a wide, protected median planted with beautiful street trees.





BETHESDA ROW
BETHESDA, MD



Bethesda Row features Class-A office space just a short walk away from the Bethesda Metro Station as well as neighborhood dining, shopping, and living options. The site is situated close to two interstates and connects to the Capitol Crescent multiuse trail.

29TH STREET
BOULDER, CO



Designed as an open-air shopping center, 29th Street differentiates itself with the following amenities:

- EV Charging Stations
- Bicycle Rentals
- Free Wi-Fi
- Pet-friendliness
- Children's play areas
- Outdoor family games (life-size checkers, giant Jenga, and bean bags)



CONCEPT DEVELOPMENT

AREA-WIDE INITIATIVES

As a component of the this LCI Update, a series of green space, activation, local transit, and stormwater initiatives are also recommended to enhance the area as a more vibrant, walkable destination.

These initiatives include:

- 1.** CONSTRUCTING STORMWATER PARK GATHERING AND EVENT SPACE
- 2.** PLACEMAKING WITH SPACE ACTIVATION STRATEGIES AND INTERACTIVE ART
- 3.** MAXIMIZING THE GREENWAY AS A DISTRICT AMENITY
- 4.** INCORPORATING GREEN PATHWAYS AND PARALLEL MULTIMODAL ROADS
- 5.** INTEGRATING ON-DEMAND TRANSIT OPTIONS

Each initiative features instances where it has been successfully applied. In the associated images, it is important to note that these are only examples and do not serve as recommendations to be duplicated in the North Point area without tailoring them to be contextually effective. Furthermore, these images do not recommend any specific future tenant mix for future development in the North Point area.

1 CONSTRUCTING STORMWATER PARK GATHERING AND EVENT SPACE

This initiative is mentioned previously as part of the North Point Park priority concept area. The concept suggests converting the existing stormwater detention area east of the mall into an active stormwater facility that would serve as a signature city park to anchor the district. The stormwater park is envisioned to incorporate a new amphitheater or event space that can host large-scale community gatherings while still allowing the facility to function as an important stormwater resource. The park will be lined by intimate multiuse lanes supporting those walking and biking. The park will be lined with active uses, particularly dining terraces overlooking the park. A belvedere stair will provide a focal entry from the mall to the park.



North Point Park priority concept area with Stormwater Park



OLD FOURTH WARD PARK ATLANTA, GA

Offering 17 acres of green space within the City of Atlanta, Old Fourth Ward Park addresses flooding and drainage issues that formerly plagued the area with a picturesque 2-acre lake. Designed to flood, concrete walkways traverse the lake and lead to a large amphitheater that functions as an outdoor community gathering space. Other amenities include passive lawns, playground areas, a splash-pad as well as the park's proximity to Ponce City Market, a former Sears Warehouse building that has become a regional retail destination.



SWAMP RABBIT TRAIL GREENVILLE, SC

The Swamp Rabbit Trail is a 19.5-mile greenway system linking several parks, restaurants, schools, and local businesses to downtown Greenville. Notably, this trail features:

- Non-motorized transportation and recreation opportunities
- Several trailheads, including one located at Falls Park—a city landmark featuring natural waterfalls and enhanced with unique architecture and public art throughout

CONCEPT DEVELOPMENT

AREA-WIDE INITIATIVES (CONTINUED)

2 PLACEMAKING WITH SPACE ACTIVATION STRATEGIES AND INTERACTIVE ART

Placemaking is a useful strategy for enhancing new developments and reinvestment areas and create the memorable experience consumers demand today. Interactive art, fitness playgrounds, and permanent and temporary installations that support recreation, social interaction, and relaxation are recommended to activate key spaces in the North Point area. The graphic below identifies suggested possible locations to incorporate these strategies, assuming the development framework discussed in Chapters 3 and 4.



Placemaking framework plan with potential locations indicated by blue stars



THE PORCH PHILADELPHIA, PA

The Porch 2.0 is an update to its predecessor, which was effectively a dead public plaza. After its original transformation from a surface parking lot into a space dedicated to serving the public, The Porch has assumed the role of an iterative experiment, allowing planners to learn which types of activities worked well in the location and which were not as successful. Today, 33 percent more visitors frequent The Porch due to permanent bench swings, modular furniture, fresh landscaping, and a variety of pop-up events.



MOMENTUM PLAYGROUND AT MARYMOOR PARK REDMOND, WA

Initiated by a local fitness group focused on developing healthy and eco-friendly opportunities for everyday exercise, the Momentum Park Playground at Marymoor Park features fitness machines that are:

- 100 percent powered by the user, making equipment electricity-free
- Permanently installed fixtures
- Free to use
- Adjacent to the children's play area
- Funded by a local non-profit

THE LAWN ON D BOSTON, MA

First opening in 2014, The Lawn on D is a 2.7-acre space that has become a destination with activities for all ages. Supported in-part by Boston's Citizens Bank, the park is a public-private venture that also garners funding from offering concessions and functioning as a popular event venue. Several of the elements that make this place so vibrant and active are:

- Colorful public seating and lounge chairs
- Paved walkways and landscaping
- Glowing circular swings functioning as seating and art
- Lawn games, including bocce ball and ping pong
- Free Wi-Fi
- Seasonal live music
- Two pavilions functioning as flexible event space
- Utility infrastructure and staging capabilities



CONCEPT DEVELOPMENT

AREA-WIDE INITIATIVES (CONTINUED)

2 PLACEMAKING WITH SPACE ACTIVATION STRATEGIES AND INTERACTIVE ART (CONTINUED)

Public art is a popular strategy for transforming parks, plazas, and the spaces between buildings. These creative installations punctuate the public realm by adding extra interest to walking and biking routes and refocusing the human experience on elements that make being in these spaces more enjoyable. Furthermore, public art can serve the purpose of a barrier, mitigating against factors that detract from the human experience such as arterial roads and building service entrances. Incorporating public art elevates the pedestrian experience beyond creating multimodal pathway connections and a green space network alone, and is an important placemaking strategy to include to create a truly walkable and animated district.

A unified architectural style can also reinforce an area's sense of place. This placemaking strategy can be expressed in many different forms, including building materials, relationship to the street, and spaces designed to authentically reflect an area's history. The North Point area should consider developing a style that both references its past as a retail-focused corridor while also incorporating elements that exemplify the modern, mercantile style of retail today. Stanley Marketplace in Aurora, CO, is an example of a development that has successfully done this. Prior to becoming a mixed use warehouse, the building served a different purpose as part of the original Denver airport. Today, the marketplace is a popular hangout featuring a food hall, boutique retailers, business offices, and several green spaces for gathering and promoting human interaction.



Abernathy Greenway Park sculptural swing set
Source: City of Sandy Springs, GA



A corner bar counter eatery in the Stanley Marketplace food hall uses creative signage to recognize its former use as an airport

Other components to consider as North Point aims to create a more animated public realm include:

- Decreasing building height and massing approaching the greenway, with more substantial buildings closer to the freeway
- Space for outdoor dining and café patio seating, especially along new interior streets and park edges
- Encouraging articulated storefronts with awnings and windows
- Attractive wayfinding and signage representing a cohesive brand for the area
- Strategically hidden parking structures with active façades or located within blocks
- Avoiding blank walls by encouraging landscape art installations



Public art and industrial signage at Stanley Marketplace



Outdoor dining with colorful shades at Campus 805, a former school in Huntsville, AL



Buildings activate a proposed public plaza and green space by fronting the space's edges at Halcyon in Forsyth County, GA



Industrial elements are incorporated into the proposed architectural style at Halcyon in Forsyth County, GA

CONCEPT DEVELOPMENT

AREA-WIDE INITIATIVES (CONTINUED)

3 MAXIMIZING THE GREENWAY AS A DISTRICT AMENITY

As mentioned in Chapter 2, Big Creek Greenway area is located south of North Point Parkway and includes the area's primary water body, Big Creek. Big Creek forms an east-west spine through the greenway and is surrounded by floodplain area. Presently, Big Creek Greenway exists in the district as an incredible natural and recreational resource. However, general public sentiment is that the greenway is not currently being used to its full potential due to its lack of accessibility and visibility.

Maximizing the greenway as a district amenity is crucial to the success of the district as it moves forward from being primarily an auto-centric retail corridor to becoming a walkable, sustainable place. There are several shifts that the City, private developers, business leaders, and the public can make in how they treat the greenway, which have the potential to drive change in a positive direction to achieve this initiative.

GUIDING PRINCIPLES

- Orient buildings toward the greenway by locating active uses, functioning entrances and windows, patios with outdoor seating, bicycle parking, and business signage not only facing North Point Parkway but also Big Creek Greenway.
- Take special care when evaluating any new development that is planned along the greenway, specifically the greenway connector in the Lower Mansell concept, the new greenway gateway in the Encore Parkway concept, and the property across North Point Parkway from the existing mall area (this is currently designated as a 2nd Tier opportunity area). Elements to consider include architectural style, building use, and the developer's willingness to prioritize and protect the greenway.
- In the case where either structured decks or surface parking lots abut the greenway, exercise sensitivity by providing vegetative buffers to preserve its natural features and wildlife.
- Reinforce the importance of green spaces by requiring green spaces to be included in residential development.



Cleveland Park in Greenville, SC. Source: City of Greenville.

EXAMPLES OF GUIDING PRINCIPLES



Greenway gateway signage for the Abernathy Greenway in Sandy Springs, GA. Source: Modera Sandy Springs



The Passarelle Bistro at is a café located within Falls Park and along the Swamp Rabbit Trail in Greenville, SC, featuring park-side dining on outdoor terraces immediately adjacent to the park's edge



An active building entrance with vibrant signage, outdoor seating, and bicycle parking at Stanley Marketplace in Aurora, CO



Falls Creek Park in Greenville, SC, makes the Reedy River approachable through bridges and interior pathways. There are also several restaurants, cafés, and office buildings located around the park's perimeter. Source: Falls Park website

CONCEPT DEVELOPMENT

AREA-WIDE INITIATIVES (CONTINUED)

4 INCORPORATING GREEN PATHWAYS AND PARALLEL MULTIMODAL ROADS

The graphic below illustrates potential green spaces within the priority concept areas and the existing Big Creek Greenway to the south. To connect these park amenities and create a cohesive network, green pathways and multimodal roads are recommended. These multimodal roads are intended to be parallel to North Point Parkway to provide safe, green, multimodal linkages between various developments while North Point Parkway continues to serve as a main arterial street to facilitate automobile traffic to and through the district. Bringing elements of or connections to the Big Creek Greenway northward into existing retail areas will counterbalance the overabundance of surface parking as well as reposition the area as a more connected, healthy, and sustainable place to live, work, and play. Suggested pathway connections are shown with green lines and arrows and either run parallel to an existing roadway or are incorporated into existing surface parking lots. Expansion of the existing bike share program with locations in and around new development areas will further leverage these pathways; additional bike share stations are depicted with pink stars.



Green space and green pathway network conceptual framework with potential new bike share locations

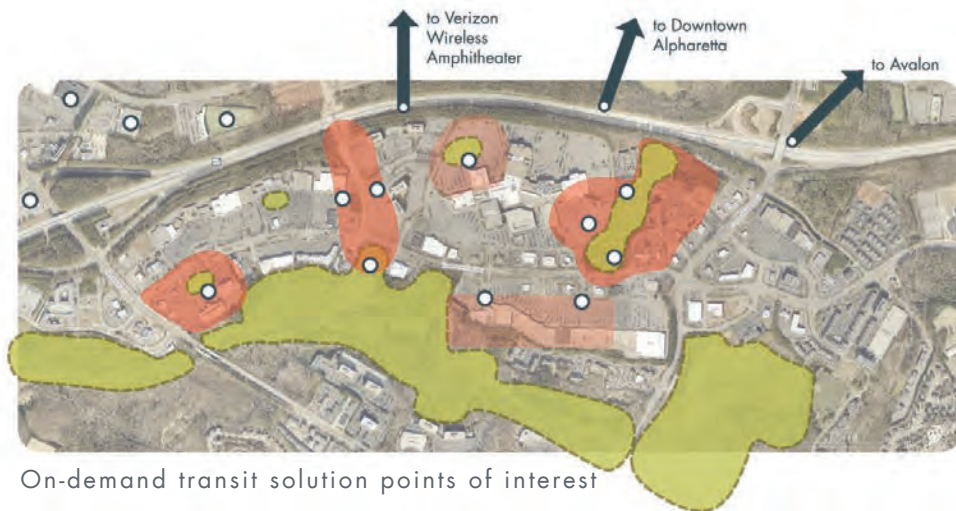
PATH PARKWAY ATLANTA, GA

A local example of a multimodal road is the Path Parkway in Atlanta, GA. This new 1.5 mile stretch of cycletrack and dedicated pedestrian corridor was formerly the two southbound lanes of Tech Parkway, which borders the western edge of the Georgia Institute of Technology. Prior to conversion, Tech Parkway was an underutilized four-lane thoroughfare separated by a large landscaped median. To continue to accommodate two-way traffic, the two northbound lanes were re-striped to allow one lane for circulation in either direction. This project sets an important precedent for the possibility of implementing a road diet on an existing roadway and promoting a more walkable and bikable environment by rededicating existing resources. Path Parkway was funded through a joint partnership between Georgia Tech and the Path Foundation.



5 INTEGRATING ON-DEMAND TRANSIT OPTIONS

With the advancement of new driverless vehicle technologies in recent years, it is important to explore the impacts and potential benefits these vehicles could have in the North Point area. One recommendation of this plan is for an on-demand, self-driving bus or shuttle service to be evaluated and implemented as an alternative to vehicular travel. The graphic below illustrates the points of interest this type of transit solution would frequently serve, assuming the development framework discussed in Chapters 3 and 4 and taking into account existing points of interest in and around the North Point area.



Local Motors, an American vehicle manufacturing company headquartered in Phoenix, AZ, has created a new on-demand self-driving bus, Olli. Olli buses are digitally manufactured with 3D printing technology, and incorporate the following features:

- Can seat up to 8 passengers
- Typically operates at a speed of 35 mph
- LIDAR capability allows for 360 visibility
- IBM Watson IoT responsive technology enables Olli to recommend nearby attractions
- Customizable for use in a campus environment or in urban contexts
- Sustainable design is environmentally conscious and requires no fossil fuels



CONCEPT DEVELOPMENT

THE NORTH POINT ECODISTRICT

A SHOWCASE OF ENVIRONMENTAL STEWARDSHIP AND SUSTAINABILITY

Establishing measures and standards that would transform North Point into a livable and highly sustainable mixed-use EcoDistrict might prove effective in helping achieve the placemaking, branding, and asset repositioning goals outlined in this report. A future EcoDistrict study should look at strategies and goals to best manage the area's existing assets and natural resources while establishing targets for improving the area's economic vitality and environmental health. Towns and cities nationwide are driving economic development and achieving their placemaking goals through detailed EcoDistrict planning and practices that integrate land use, transportation, and environmental planning with high performance infrastructure, buildings, landscapes and urban design. In other words, an EcoDistrict approach seeks to foster harmony and interaction between people and nature.

ECODISTRICT STANDARDS

What defines an EcoDistrict? According to the Portland Sustainability Institute,

"An EcoDistrict is a neighborhood or district with a broad commitment to accelerate neighborhood-scale sustainability."

This new concept is intended to spur greater resource efficiency in cities so they can become more sustainable in the future. The Portland Sustainability Institute has developed several performance factors to better define the goals and objectives of EcoDistricts. Examples of these standards include:

- Jobs, housing, goods, and services are sustainably accessed through multimodal transportation options and urban form
- Energy needs met while providing positive environmental benefit
- Water uses create a sustainable water balance between users, infrastructure, and nature
- Urban ecosystems optimize ecosystem services across built and natural environments
- Materials are used and reused for their highest and best purpose
- Active and diverse participation in creating and enjoying the benefits of the programs and places that make a healthy, vital community
- Least impactful across local, regional, and global airsheds
- These characteristics are satisfied at a district-level scale

FAR-REACHING BENEFITS

Beyond shaping North Point as a more livable and sustainable place, the EcoDistrict could drive economic development in the area by providing incentives to employers involved in environmental sciences, research, and/or lighting manufacturing. New buildings and public spaces may be designed to permit ease of change so that new products and technologies may continuously be demonstrated. The district might host a partnership with Georgia Tech and the University of Georgia to test emerging innovations and provide opportunities for public demonstrations.

By introducing the EcoDistrict concept as a way to approach the projects and initiatives recommended in Chapter 5, North Point could become a new highly sustainable, walkable neighborhood and workplace that connects people to the natural world, reduces costs, reduces environmental footprints, and drives development. As a result, North Point could be reborn as a showcase of sustainability distinct within metro Atlanta.



Landsburgh Park, in Washington, DC



Low-impact development in Washington, DC

A LAYER OF “ECO” THINKING

Within North Point specifically, the EcoDistrict concept might be realized by applying a layer of “eco” thinking to every investment going forward. For example, the City might consider the following paradigm shifts:

- Incentivizing future energy, stormwater, and transportation infrastructure that meets high-performance metrics and goals
- Encouraging non-motorized mobility by connecting activity nodes, parks, and green spaces with new places to walk and bike
- Promoting more efficient use of buildings by establishing minimum building standards such as LEED, Earth Craft, or similar programs
- Incorporating solar panels and/or use of recycled building materials and geothermal energy
- Constructing urban design guidelines to shape the design of new parks, plazas, and public spaces
- Re-imagining streets with low-impact design principles, including bioswales, stormwater collection, native vegetation, trailing plants, and grasses to provide habitat and nature in concert with vibrant places for people

CONCEPT DEVELOPMENT

DESIGN GUIDELINES

NORTH POINT ACTIVITY CENTER DESIGN GUIDELINES

The North Point Activity Center Design Guidelines, adopted in 2015, serve the purpose of defining and encouraging design principles intended to improve the area's public realm and sense of place. The guidelines recommend new development and redevelopment within commercial areas that foster greater pedestrian connectivity. They also recommend buildings and landscaping that contribute to the physical definition of thoroughfares and public gathering spaces.

With the majority of the North Point Activity Center currently zoned either Planned Shopping Center (PSC), Office-Institutional (O-I), or Community Unit Plan (CUP), these guidelines aim to enhance the design character of these properties without changing their underlying zoning or land use. These elements include placing a limit on the amount of parking and drive aisles between the roadway and building, requiring maximum setbacks instead of minimum setbacks, and requiring streetscape construction.

As the North Point area continues to evolve and plan for the future, it would be beneficial for the City of Alpharetta and key stakeholders to engage in a collaborative effort to add greater detail to the existing design guidelines. The City should build upon aspects that have already generated positive results and incorporate details that have not yet been outlined. For example, including guidelines focused on promoting sustainability such as specifying the use of native species in landscape design or requiring exterior lighting to be compliant with Dark-Sky standards.

STREET TYPOLOGIES

The North Point Activity Center Design Guidelines also include a typology framework for classifying streets within the area. Corridors are categorized as Type A, B, or C, with corresponding requirements for each. These include setbacks, surface parking requirements, furniture zones buffers, minimum sidewalk widths, and tree and lighting requirements.

These typology definitions should be applied to the infrastructure improvements recommended in this LCI Update, with additional types added to accommodate new proposed improvements, such as roundabouts, secondary streets interior to new developments, and road diets. A type should also be considered to specifically address multimodal pathway connections. By delineating the proper conditions for each type of street, the North Point area can continue to clarify which streets are intended to accommodate and prioritize pedestrian activity, while preserving arterial roads for vehicular circulation.

AREA-WIDE PROJECTS AND INITIATIVES

COMPREHENSIVE DIAGRAM

The diagram below compiles the area-wide initiatives mentioned previously into a single graphic. Additional features are also included such as the Proposed Alpha Loop Trail on the north-side of GA 400, which will connect to the Encore Parkway Bridge Connection. This connection will provide a link across the freeway to this Plan's proposed green pathways and multimodal roads, ultimately reaching as far south as the Big Creek Greenway. Labels with project identification codes are shown and correspond to the Implementation Plan in Chapter 5.





IMPLEMENTATION PLAN

100-DAY ACTION PLAN
5-YEAR ACTION PLAN

IMPLEMENTATION



DEVELOP STRATEGY AND POLICY ENHANCEMENTS TO REALIZE THE COMMUNITY'S VISION.

This chapter consists of an implementation and action plan outlining priority projects and initiatives for the North Point study area. Priority projects to be addressed by city staff and local partners at the beginning of the implementation process are identified in the 100-Day Action Plan on the facing page, while the 5-Year Action Plan consists of short-term projects and initiatives on subsequent pages.

Recommendations are organized into sections based on the concept area they pertain to, while comprehensive items are ideas that apply to multiple concept areas or the entire North Point study area.

As in Chapter 4, projects and initiatives are identified with a letter-number identifier. The letter denotes the type or category of improvement and corresponds to the list below, while the numbers are sequential. Within each improvement category (Infrastructure, Green Space, etc.), the projects are ordered by priority based on public and Core Team input.

Project Letter	Category of Improvement
I	Infrastructure
G	Green Space Strategy
W	Walkability
O	Other Initiatives

100-DAY ACTION PLAN

The 100-Day Action Plan includes tasks that should be pursued in the first 100 days after this plan is adopted. As a part of the 100-Day Action Plan, the City of Alpharetta should work together with local partners and organizations to identify opportunities for collaboration and define the projects and initiatives for which they would like to take a leading or major partnership role.

Tasks	
1	As a part of plan adoption, incorporate the LCI Update into the City of Alpharetta's Comprehensive Plan.
2	Review and revise the City of Alpharetta's Unified Development Code to allow residential uses within properties zoned Planned Shopping Center (PSC) and other appropriate regulatory changes consistent with the updated LCI Update.
3	Meet with local partners and organizations to determine potential opportunities for their collaboration and involvement in the green space and public art projects and initiatives included in the project lists.
4	Continue to gather information from area property owners and market available properties in key locations.
5	Continue to educate area businesses, property owners, residents, and developers on the plan's recommendation for a shift from an auto-centric, retail corridor to an area that promotes sustainability specifically through an increased focus on walkability and quality retail.
6	Incorporate green space projects and initiatives into the City of Alpharetta's Parks and Recreation Plan.
7	Identify potential grant funding for the active stormwater park.
8	Develop the scope for a study focused on creating a branding plan for the North Point area.
9	Monitor the Fulton County Transit Master Plan and state legislation, which may impact transit services in the North Point area.
10	For road diet projects, consider short-term re-striping or other tactical interventions as demonstration projects or a first phase of implementation.

IMPLEMENTATION

5-YEAR ACTION PLAN

CONCEPT-SPECIFIC PROJECTS AND INITIATIVES

#	Applicable Area	Name	Description
INFRASTRUCTURE			
I.10	North Point Park	North Point Circle Road Diet	Convert North Point Circle Road along the park's edge to prioritize bicycle and pedestrian circulation in addition to vehicular by reducing the roadway from four to two lanes. This new allocation of roadway can serve as a model for the remainder of North Point Circle Road. (1,500 linear feet)
I.3	Lower Mansell	Parallel Road Connection	Construct a parallel road to North Point Parkway between developments (10,600 linear feet)
I.5	Encore Parkway	Road Extension	Extend North Point Center East roadway between new developments (1,200 linear feet)
I.8	North Point Park	North Point Mall Entrance Road Extension	Extend North Point Mall Entrance Road north to increase connectivity throughout mall development (1,350 linear feet)
I.9	North Point Park	North Point Drive Road Extension	Extend North Point Drive to new roundabout connection
I.7	Encore Parkway	Secondary Streets	Introduce new secondary streets to develop a more connective network between the east and west sides of Encore Parkway (700 linear feet)
I.6	Encore Parkway	New Roundabout	Add a roundabout west of Encore Parkway to connect new intervening streets
I.12	North Point Park	Secondary Streets	Introduce new secondary streets to develop a more connective network throughout the site (2,025 linear feet)
I.11	North Point Park	New Roundabout	Add a roundabout to connect new intervening streets on existing mall surface parking
I.4	Lower Mansell	New Roundabout	Add a roundabout at the existing Unnamed Road traversing the site north-south

Type of Improvement	Engineering/ Design		Construction		Total Project Cost	Funding			
	Year	Cost	Year	Cost		Responsible Party	Primary Source	Local Source	Local Match
INFRASTRUCTURE									
Infrastructure	2019	\$100,000- \$150,000	2011- 2022	\$500,000- \$1,000,000	\$600,000- \$1,150,000	Developer, City	Private	City of Alpharetta	TBD
Infrastructure	2020	\$50,000- \$100,000	2022	\$500,000	\$550,000- \$600,000	Developer/City	Private	City of Alpharetta	TBD
Infrastructure	2020	\$200,000- \$400,000	2022	\$2,000,000- \$3,000,000	\$2,200,000- \$3,400,000	Developer, City	Private	City of Alpharetta	TBD
Infrastructure	2022	\$100,000- \$200,000	2024	\$1,000,000- \$1,500,000	\$1,100,000- \$1,700,000	Developer, City	Private	City of Alpharetta	TBD
Infrastructure	2022	\$50,000- \$100,000	2024	\$500,000	\$550,000- \$600,000	Developer, City	Private	City of Alpharetta	TBD
Infrastructure	*	\$50,000- \$100,000	*	\$700,000	\$750,000- \$800,000	Developer	Private	N/A	N/A
Infrastructure	*	\$100,000- \$300,000	*	\$1,000,000- \$2,000,000	\$1,100,000- \$2,300,000	Developer	Private	N/A	N/A
Infrastructure	*	\$100,000- \$250,000	*	\$1,000,000- \$1,500,000	\$1,100,000- \$1,750,000	Developer	Private	N/A	N/A
Infrastructure	*	\$100,000- \$300,000	*	\$1,000,000- \$2,000,000	\$1,100,000- \$2,300,000	Developer	Private	N/A	N/A
Infrastructure	*	\$100,000- \$300,000	*	\$1,000,000- \$2,000,000	\$1,100,000- \$2,300,000	Developer	Private	N/A	N/A

*Timeline depends on private development

IMPLEMENTATION

5-YEAR ACTION PLAN (CONTINUED)

CONCEPT-SPECIFIC PROJECTS AND INITIATIVES

#	Applicable Area	Name	Description
GREEN SPACE STRATEGY			
G.3	Encore Parkway	Greenway Gateway	Leverage the property at the south-end of Encore Parkway as an opportunity to provide public open space and enhance access to the Big Creek Greenway
G.5	North Point Park	Stormwater Park	Leverage existing stormwater detention area for new large-scale community park/open space
G.6	North Point Park	Green Corridor Connection to the Mall	Introduce green corridor between buildings connecting new stormwater park with existing mall
G.7	North Point Park	Pocket Park	Include new pocket park adjacent to existing mall connecting the to new green corridor
G.1	Lower Mansell	Active Pocket Park	Create a residential pocket park with outdoor exercise equipment and other active park details
G.2	Lower Mansell	Linear Park/Greenway Connector	Implement a landscaped linear park between properties and tying into the Greenway on the south side of the site
G.4	Encore Parkway	Active Pocket Parks	Incorporate pocket parks to reinvestment efforts on the west side of Encore Parkway, including temporary and permanent activities, equipment, and programming to give each park a unique identity and purpose

Type of Improvement	Engineering/ Design		Construction		Total Project Cost	Funding			
	Year	Cost	Year	Cost		Responsible Party	Primary Source	Local Source	Local Match
GREEN SPACE STRATEGY									
Green Space Strategy	2019	\$700,000-\$800,000	2022	\$8,000,000-\$10,000,000	\$8,700,000-\$10,800,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$1,740,000-\$2,160,000
Green Space Strategy	2019	\$1,500,000-\$2,000,000	2022	\$20,000,000-\$25,000,000	\$21,500,000-\$27,000,000	Developer, City	Private	City of Alpharetta	TBD
Green Space Strategy	*	\$100,000-\$150,000	*	\$1,500,000	\$1,600,000-\$1,650,000	Developer	Private	N/A	N/A
Green Space Strategy	*	\$150,000-\$250,000	*	\$3,000,000	\$3,150,000-\$3,250,000	Developer	Private	N/A	N/A
Green Space Strategy	*	\$150,000-\$200,000	*	\$2,000,000	\$2,150,000-\$2,200,000	Developer	Private	N/A	N/A
Green Space Strategy	*	\$100,000-\$150,000	*	\$1,500,000	\$1,600,000-\$1,650,000	Developer	Private	N/A	N/A
Green Space Strategy	*	\$200,000-\$300,000	*	\$3,500,000	\$3,700,000-\$3,800,000	Developer	Private	N/A	N/A

*Timeline depends on private development

IMPLEMENTATION

5-YEAR ACTION PLAN (CONTINUED)

CONCEPT-SPECIFIC PROJECTS AND INITIATIVES

#	Applicable Area	Name	Description
WALKABILITY			
W.8	North Point Park	South Trail Connection	New multiuse trail connection extending south across North Point Parkway to connect between developments and Big Creek Greenway (2,200 linear feet)
W.5	Encore Parkway	Parallel Trail Pathway	Construct a multiuse path situated parallel to GA 400 (1,700 linear feet)
W.7	North Point Park	West Trail Connection	New multiuse trail connection extending west along the north-end of the mall and parallel to GA 400 (3,600 linear feet)
W.3	Encore Parkway	West Trail Connection	Connect the new pocket park to the west with a multiuse trail through existing surface parking (700 linear feet)
W.1	Lower Mansell	Trail Across North Point Parkway	Connect the Lower Mansell area with properties to the north by constructing a multiuse trail connection across North Point Parkway (1,300 linear feet)
W.6	North Point Park	East Trail Connection	New multiuse trail connection extending east along North Point Drive towards Haynes Bridge Road and beyond (2,000 linear feet)
W.2	Lower Mansell	East Trail Connection	Construct a multiuse trail extending east to connect to existing hotel property and beyond (900 linear feet)
W.4	Encore Parkway	East Trail Connection	Construct a multiuse trail extending east to connect along North Point Center East roadway (1,200 linear feet)
OTHER INITIATIVES			
O.6	North Point Park	New Amphitheater	Construct a new amphitheater for gathering/flexible event space within the new stormwater park
O.7	North Point Park	Space Activation Strategy	Evaluate potential strategies to activate the new park space daily with a variety of initiatives and events

Type of Improvement	Engineering/ Design		Construction		Total Project Cost	Funding			
	Year	Cost	Year	Cost		Responsible Party	Primary Source	Local Source	Local Match
WALKABILITY									
Walkability	2019	\$50,000-\$100,000	2022	\$500,000-\$700,000	\$550,000-\$800,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$110,000-\$160,000
Walkability	2019	\$75,000	2021-2022	\$500,000	\$575,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$115,000
Walkability	2019	\$100,000-\$150,000	2021-2022	\$500,000-\$1,000,000	\$600,000-\$1,150,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$120,000-\$230,000
Walkability	2021	\$50,000	2024	\$150,000-\$250,000	\$200,000-\$300,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$40,000-\$60,000
Walkability	*	\$50,000	*	\$500,000	\$550,000	Developer	Private	N/A	N/A
Walkability	*	\$75,000	*	\$500,000	\$575,000	Developer	Private	N/A	N/A
Walkability	*	\$50,000	*	\$200,000-\$300,000	\$250,000-\$350,000	Developer	Private	N/A	N/A
Walkability	*	\$50,000	*	\$150,000-\$250,000	\$200,000-\$300,000	Developer	Private	N/A	N/A
OTHER INITIATIVES									
Other Initiative	2019	\$100,000-\$200,000	2022	\$500,000-\$1,000,000	\$600,000-\$1,200,000	City	City of Alpharetta	City of Alpharetta	\$600,000-\$1,200,000
Other Initiative	2020	\$150,000-\$200,000	2022	N/A	\$150,000-\$200,000	City	City of Alpharetta	City of Alpharetta	\$150,000-\$200,000

*Timeline depends on private development

IMPLEMENTATION

5-YEAR ACTION PLAN

AREA-WIDE PROJECTS AND INITIATIVES

#	Applicable Area	Name	Description
INFRASTRUCTURE			
I.1	Area-wide	Streetscape Upgrades: North Point Parkway	Corridor enhancements along North Point Parkway, including pedestrian sidewalk widening, installation of pedestrian lighting, and street trees to form a cohesive streetscape
I.2	Area-wide	Streetscape Upgrades: Existing Roadways	Corridor enhancements along all secondary existing roadways within the North Point Study Area, including pedestrian sidewalk widening, installation of pedestrian lighting, and street trees to form a cohesive streetscape.
WALKABILITY			
W.9	Area-wide	Green pathways and multimodal streets	Incorporate green pathways and multimodal parallel streets where possible to connect popular destinations
W.10	Area-wide	Alpha Loop/Encore Parkway Bridge Connection	Incorporate multi-use trail connection between the Alpha Loop and the Big Creek Greenway, connecting through the Georgia 400 buffer between the 360 Tech Village development and Encore Parkway (4,000 linear feet)
OTHER INITIATIVES			
O.1	Area-wide	Public Art Program	Consider opportunities for interactive public art installations that effectively activate public spaces
O.2	Area-wide	Development of New Architectural Standards	Develop unifying architectural and design standards to re-brand the area and reinforce its identity
O.3	Area-wide	Implement Olli/Autonomous Bus Service	Evaluate and implement an on-demand, self-driving bus or shuttle service as an alternative to vehicular travel throughout the study area

*In the table above, “—” appears in situations where further information is needed to determine costing.

Type of Improvement	Engineering/Design		Construction		Total Project Cost	Funding			
	Year	Cost	Year	Cost		Responsible Party	Primary Source	Local Source	Local Match
INFRASTRUCTURE									
Infrastructure	2022	\$1,000,000-\$3,000,000	2024	\$15,000,000-\$20,000,000	\$16,000,000-\$23,000,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$3,200,000-\$4,600,000
Infrastructure	2023	\$500,000-\$1,500,000 (per mile)	2025	\$5,000,000-\$10,000,000 (per mile)	\$5,500,000-\$11,500,000 (per mile)	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$1,100,000-\$2,300,000 (per mile)
WALKABILITY									
Walkability	2022	Varies	2024	Varies	Varies	City	City of Alpharetta, ARC/Federal	City of Alpharetta	Varies
Walkability	2020	\$150,000-\$200,000	2022-2023	\$2,025,000-\$2,700,000	\$2,175,000-\$2,900,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$435,000-\$580,000
OTHER INITIATIVES									
Other Initiative	2020	\$100,000	—	—	\$100,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$50,000
Other Initiative	2019	\$50,000	—	—	\$50,000	City	City of Alpharetta	City of Alpharetta	\$50,000
Other Initiative	2022	\$1,000,000	—	—	\$1,000,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$1,000,000

IMPLEMENTATION

5-YEAR ACTION PLAN (CONTINUED)

AREA-WIDE PROJECTS AND INITIATIVES

#	Applicable Area	Name	Description
O.4	Area-wide	Development of New Sustainable Design Alternatives	Promote the use of eco-friendly alternatives and sustainable design elements/interventions as redevelopment occurs
O.5	Area-wide	Reevaluate Parking Requirements	Study existing parking and right-size parking for the district
O.6	Area-wide	Update Planned Shopping Center (PSC) Zoning	Update the City of Alpharetta's Unified Development Code to allow residential uses within properties zoned PSC
O.7	Area-wide	Development of Placemaking Best Practices	Pursue a study focused on the development of critical items to support placemaking, public space, and new design guidelines
O.8	Area-wide	District-wide Rebranding Effort	Pursue a study focused on rebranding the district by developing place-based strategies including unified wayfinding and signage standards
O.9	Area-wide	Support Transit Investments	Continue to prioritize increased connectivity in the district by supporting new transit investments, specifically bus shelters at existing bus stops
O.11	Area-wide	Expansion of Bike Share Program	Expand existing bike share program by adding locations consistent with new development in the district for maximum coverage of the area

*In the table above, "—" appears in situations where further information is needed to determine costing.

Type of Improvement	Engineering/Design		Construction		Total Project Cost	Funding			
	Year	Cost	Year	Cost		Responsible Party	Primary Source	Local Source	Local Match
Other Initiative	2020	\$50,000	—	—	\$50,000	City	City of Alpharetta, ARC/Federal	City of Alpharetta	\$25,000
Other Initiative	2019	\$80,000	—	—	\$80,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$80,000
Other Initiative	2018	\$40,000	—	—	\$40,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$40,000
Other Initiative	2019	\$50,000	—	—	\$50,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$50,000
Other Initiative	2019	\$150,000	—	—	\$150,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$150,000
Other Initiative	2020	\$50,000	—	—	\$50,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$25,000
Other Initiative	2022	\$100,000	—	—	\$100,000	City of Alpharetta	City of Alpharetta, ARC/Federal	City of Alpharetta	\$50,000



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Morgan Rodgers

Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: APPROVAL OF THE UPDATE TO ALPHARETTA RECREATION AND PARKS MASTER PLAN

II. RECOMMENDATION:

Staff requests approval of the Alpharetta Recreation and Parks Master Plan update.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

Staff is seeking approval of the Update for the Alpharetta Recreation and Parks Master Plan.

The Plan was compiled by Jacobs Engineering, in conjunction with Ballard King. Jacobs used information from the 2014 Master Plan, along with other existing plans within the City and meetings with community groups, program focus groups, staff and elected officials to formulate this comprehensive plan.

The major areas of consideration and recommendations included parks, equestrian center, trails, programs, art & culture and provide a list of short term and long term recommendations.

V. ALTERNATIVES:

VI. ATTACHMENTS:

DRAFT - Recreation And Parks Master Plan

ALPHARETTA RECREATION AND PARKS MASTER PLAN

The New Standard of Fun!

Parks Equestrian Center

Programs

Trails

Arts + Culture

DECEMBER 2017 DRAFT

ACKNOWLEDGEMENTS

City of Alpharetta

Elected Officials

Mayor David Belle Isle
Councilman Jason Binder
Councilman Jim Gilven
Councilman Mike Kennedy
Councilman Dan Merkel
Councilman Donald Mitchell
Councilman Chris Owens

City of Alpharetta Staff

Morgan Rodgers, Director of Recreation and Parks
Eric Milley, Parks Services Manager
Matt Casey, Equestrian Center Manager
Kim Zane, Special Events Manager

Recreation Commission

Dennis Mitchell, Chairman
Shuntel Beach
Jamie Bendall
Kevin Johnson
Melissa Jurgens
Jarrett Long, Vice Chairman
Bill Lusby
Wendi Schutt

Consultant Team

Jacobs

Allison Stewart-Harris, AICP – Project Manager/Planner
Meghan McMullen – Urban Designer
Tammy Schlagbaum – Landscape Architect
Jim Summerbell, AICP – Planner

Ballard*King

Ken Ballard – President

And many thanks to the City of Alpharetta residents and stakeholders whom participated in this planning process.

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7. THE TO-DO LIST (63)





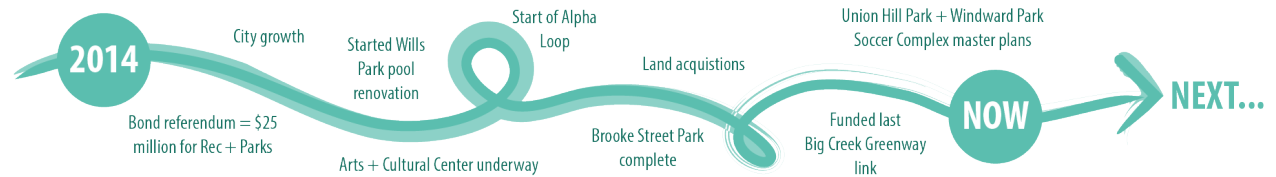
1 HELLO!

1. HELLO!

Welcome to Alpharetta! At the heart of prosperous North Fulton County, Alpharetta has had an unbelievable past decade full of growth, development, and excitement. A thriving downtown, a regional shopping and entertainment attraction at Avalon, and a host of new high-style developments in the pipeline all point to a bright future.

This bright future is the impetus for updating the City's Recreation and Parks Plan. Last completed in 2014, this update takes a closer look at existing parks, the equestrian center, trail connections, programs, and an emerging arts and culture scene. How do all of these facilities fit into Alpharetta's future? And how does the Department of Recreation and Parks lead the way?

Parks and open spaces are an essential part of the rich quality of life people have come to expect in Alpharetta. This plan creates a roadmap to the **"New Standard"** of recreation and parks in the city: one that exemplifies quality, beauty, and above all—fun.



A LOT HAS HAPPENED SINCE 2014....

In the past three years....

- Alpharetta has seen unprecedented growth: *Business Insider* named the city the fastest growing large city in Georgia in 2017
- The City passed a bond referendum that included \$25 million for Recreation and Parks

And so the Recreation and Parks Department has been busy. Since then, we:

- Bought the old Fulton County Library and are transforming it into the City's first Arts Center
- Began the renovation of the Wills Park pool

- Started the Alpha Loop, our version of the Beltline
- Purchased five pieces of land for more parks across the city
- Finished Brooke Street Park, complete with babbling brook
- Funded the missing link: the last piece of the Big Creek Greenway that will connect us to Forsyth County
- Developed new master plans for Union Hill Park and Windward Soccer Complex

This plan is an update to the extensive study done in 2014—not a replacement! It focuses attention on new parts of the parks system, and folds in all of the exciting things that are now underway or planned in Alpharetta.

...AND WE'RE NOT STARTING FROM SCRATCH.

2014 PLAN SUMMARY

The 2014 Plan was a deep dive into Alpharetta's parks and recreation facilities. Through a number of types of analysis, the plan found that the City needed more of the following:

- Multi-use rectangular athletic fields
- Play fields
- Swimming pool
- Dog parks
- A new recreation center
- A second senior center

It also established some general goals for the Department, including support for:

- The acquisition of new park land when feasible and cost-effective,
- Continuation of the current practice of making improvements to all existing parks and facilities,
- The completion of the remaining segment of the Big Creek Greenway,
- The repurposing of parks that no longer receive high utilization.

These goals are still relevant today in 2017, but with one caveat. The recommendation to repurpose some parks met with resistance after the 2014 plan was adopted. Specifically, the call to transition the Equestrian Center into a different type of facility caused a lot of concern in the community. As a result, the City has decided to continue operating the Equestrian Center, and made this facility a key focus of this 2017 update.

Because the 2014 plan is still relatively fresh, the recreation and parks needs voiced by residents then are assumed to still be pretty much the same today. For this reason, this update focuses on a few target areas—existing parks, trails, the Equestrian Center, programs, and arts and culture—rather than replicating a city-wide needs assessment.

Additionally, a lot of other City of Alpharetta plans and neighboring cities' plan have studied other specific areas and topics, and contribute their own recommendations. Turn the page to see what these documents have to say....



WHAT OUR PLANS SAY

Each of the plans discussed below has a different focus, but they all have one thing in common: they each have something to say about recreation and parks in Alpharetta. Figure 1 on page 9 illustrates all of these recommendations in a single place, and is our starting point for planning.

COMPREHENSIVE PLAN

A comprehensive plan is a high-level, zoomed out look at the city, and the policies that we need to put in place now to reach our vision of the future.

Alpharetta wrapped up an update to its Comprehensive Plan in the summer of 2016 under the banner of striving to be a “Signature City.” Recreation and parks play such an important role in it that language was added to the vision to talk about the importance of green space, arts, and culture. The plan states a bold goal for the city: at least 20 percent of Alpharetta should be green space. Specifically, the plans says that:

- We need to better connect greenway/ pedestrian facilities across GA 400
- We need more parks in western Alpharetta
- Completing the Big Creek Greenway is a high priority

DOWNTOWN MASTER PLAN

Unlike the Comprehensive Plan, the Downtown Master Plan just looked at central Alpharetta, and has an equal focus on policy and design. Adopted in 2015, the plan proposes a series of small parks and green spaces that connect to each other, and will help make Downtown Alpharetta a fun and enjoyable place to walk and explore.

ALPHA LOOP PLAN

Sometimes referred to as Alpharetta’s “Beltline,” the Alpha Loop is a trail project that will connect people, places, activities, and jobs in the core of the city. Actually two loops—a 3-mile inner loop and a 5-mile outer loop—the majority of the trail is being built through private development.

ALPHARETTA NORTH POINT LCI

An older plan, the North Point Livable Communities Initiative study looked at redevelopment potential in the area around North Point Mall. The focus of the plan was on land use and transportation, but it proposed a number of ways to better connect the area to the Big Creek Greenway, and to the center of Alpharetta. This plan is currently being updated.

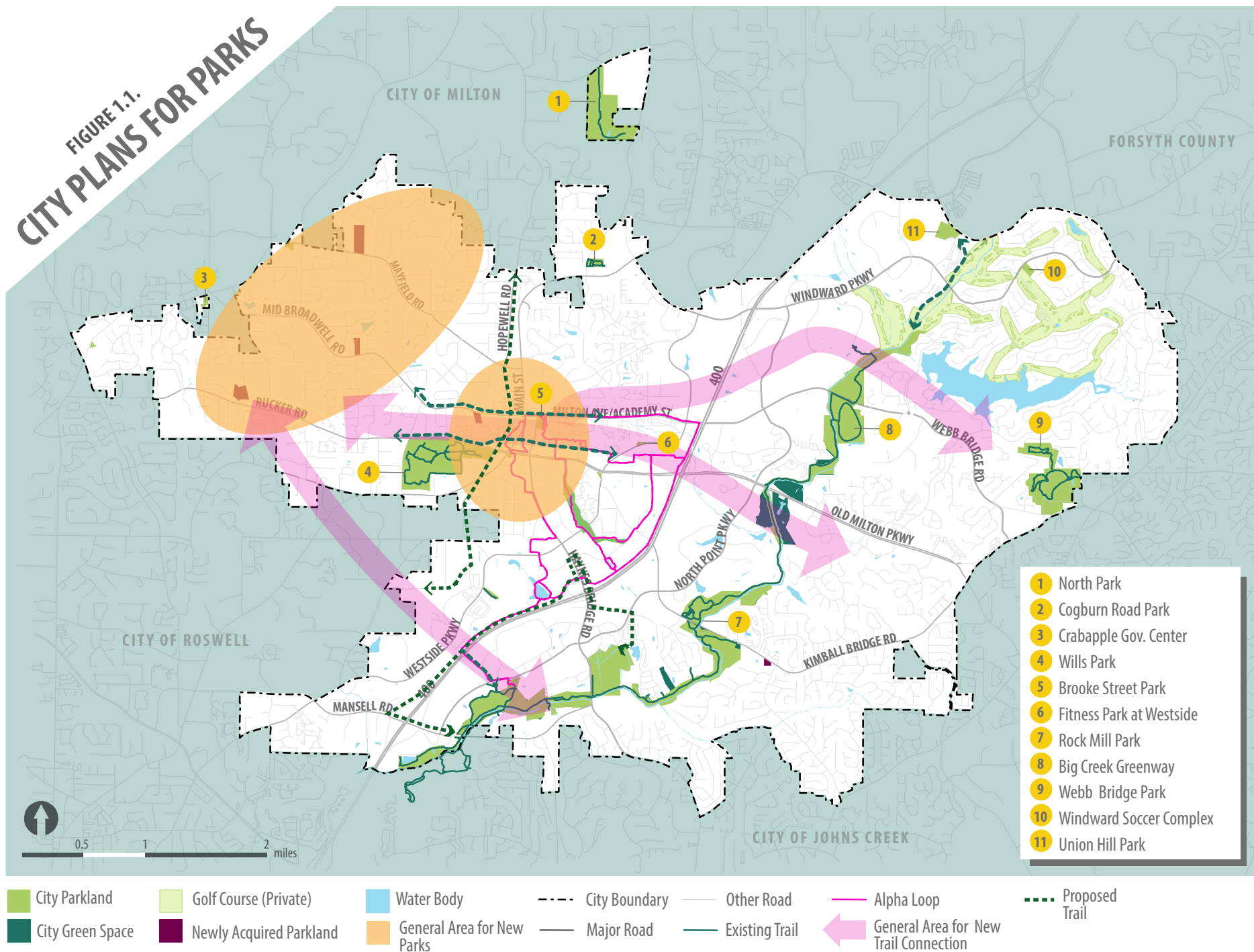
BIG CREEK GREENWAY FEASIBILITY STUDY

Since the 1990s, Alpharetta has been building the Big Creek Greenway mile by mile. Now there is just one final segment left: the connection up to Forsyth County. Finishing the greenway is a consistent priority across many different plans, but identifying the best route is a challenge. Currently the City is studying the best way to make this connection.

SO WHAT?

The City already has a lot of recreation, parks, and trails facilities planned or proposed. This update takes those projects and builds on them, making sure that all Alpharetta residents can easily get to a park and experience the **New Standard** of fun in the city.

FIGURE 1.1.
CITY PLANS FOR PARKS



WHAT OUR NEIGHBORS SAY

Our neighbors have also been busy planning their futures. We wanted to check in with them and see what their plans are for recreation, parks, and trails.

NORTH FULTON COMPREHENSIVE TRANSPORTATION PLAN

The North Fulton Comprehensive Transportation Plan (CTP) is a study that spans six cities in North Fulton County: Alpharetta, Roswell, Johns Creek, Sandy Springs, Milton, and Mountain Park. Its main purpose is to coordinate transportation planning at a larger scale across all modes. Currently the CTP is being updated, but a draft project list was available at the time of this plan. A very large network of multi-purpose trails is proposed that links all the North Fulton County cities together. Trails shown in the plan that are within Alpharetta include the Alpha Loop and a multi-use trail parallel to GA 400.

MILTON

Alpharetta and the City of Milton have very strong ties to one another. In fact, the two cities signed a Memorandum of Understanding (MOU) in 2012 that enable residents of both cities to use each other's facilities and programs at resident rates.

Currently Milton is updating its own parks and recreation master plan. Its previous plan from 2012 looked at the whole city's system, but paid special attention to its trails and Birmingham Park on its north side. Along the border with Alpharetta, the plan proposes eight small urban parks and two larger parks. Parks on the western half of the border with Alpharetta would be connected by a system of urban trails, paved paths, and unpaved paths; the proposed parks in the east also have proposed trail connectivity.

ROSWELL

Roswell has two plans that are particularly relevant to recreation and parks in Alpharetta. The first is its parks system plan for 2017-2021, that envisions Roswell as "the premier riverside community." As such, it focuses strongly on developing its parks and green spaces along the Chattahoochee River. It also recommends

priority investments in trails, aquatics, and gymnastics.

Roswell completed an update to its Transportation Master Plan in 2014. One of its stated goals was to increase bicycle and pedestrian mobility. Although Roswell already has a good network of sidewalks and bicycle facilities, it identified a large number of trail projects to enhance the city.

JOHNS CREEK

The City of Johns Creek completed a recreation and parks strategic plan in 2016. One of Johns Creek's top priorities is to acquire more land for future parks, and to start building a system of greenways and trails. Most of the proposed new parks were recommended for eastern and central Johns Creek. The two parks near Alpharetta, Ocee Park and Newtown Park, both have recommended upgrades including a perimeter walking trail at Newtown Park and unpaved trails in the wooded area of Ocee Park.

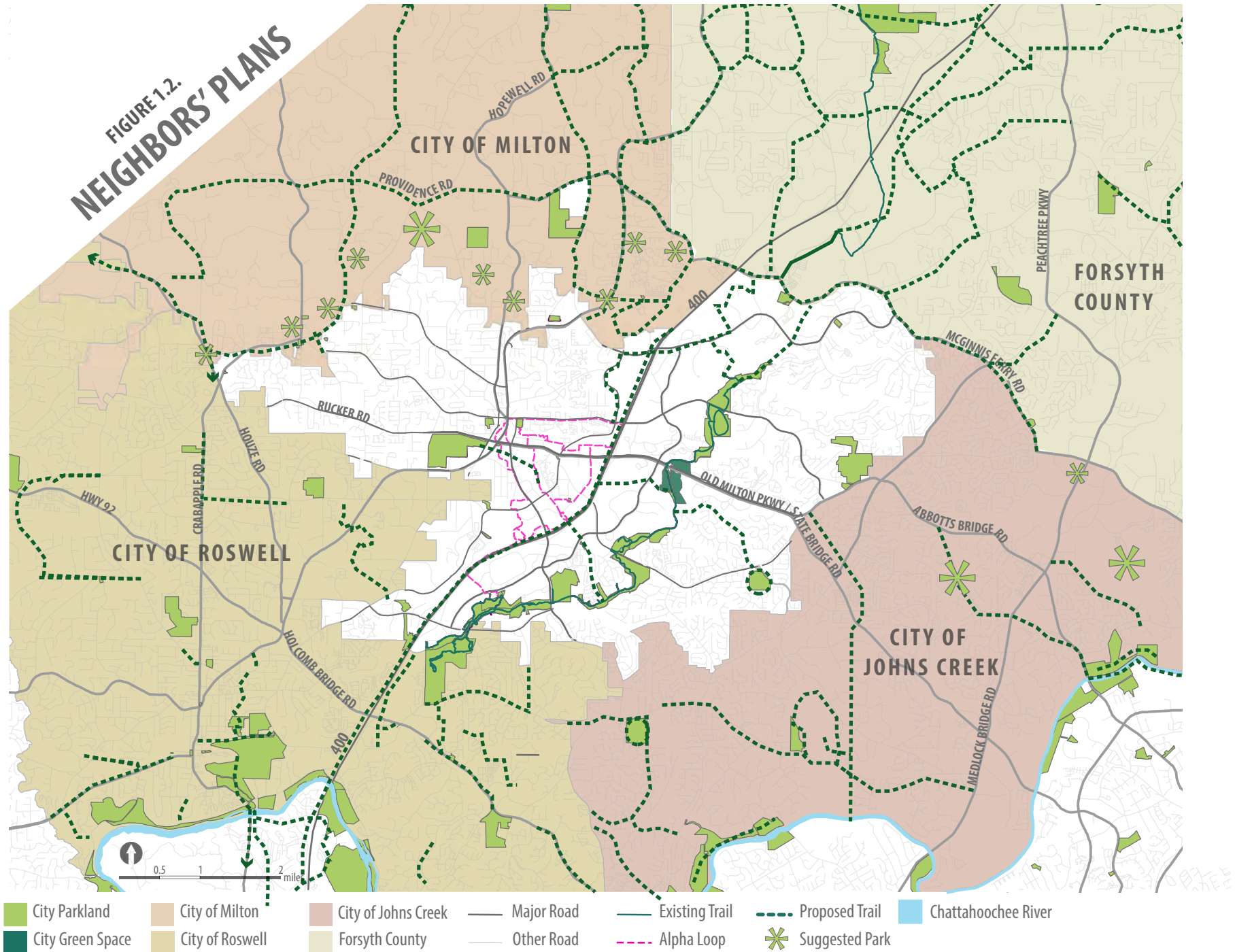
FORSYTH COUNTY

Alpharetta's neighbor to the north, Forsyth County completed a parks and recreation plan in 2016, and is currently working on its Comprehensive Transportation Plan (CTP). The parks and recreation plan identified the need for many new parks in the county, but the recommended locations are fairly far from Alpharetta and unlikely to make an impact on most of our residents. The CTP, however, identified many miles of sidewalks/multi-use paths in the southern section of the county that have the potential to link up to future trails in Alpharetta.



Ocee Park is a City of Johns Creek park **completely surrounded by Alpharetta**. It is a 37-acre park mostly devoted to baseball and softball, but also has a playground, sand volleyball, tennis, and basketball courts.

FIGURE 1.2.
NEIGHBORS' PLANS



WHAT OUR COMMUNITY SAYS

We also wanted to check in with our residents and other stakeholders: what do people really want from Alpharetta recreation and parks? As it turns out, connectivity, flexibility, and a whole lot of fun! At a community workshop on October 24, 2017, participants learned about how the Alpharetta Department of Recreation and Parks currently serves the community, plans already on the books for improvement, and the goals of the Recreation and Parks Master Plan Update. They then discussed their dream recreation system of the future. Check out their big ideas:

EXPAND AND ENHANCE TRAILS

Alpharetta residents are ready to embrace a fully connected trail system with wide, off-road paths, mile markers, and good lighting for nighttime users. They love the trails proposed in previous plans and have a few ideas for more:

- Walking path from Wills Park to Downtown
- Loop connecting new parks on Rucker Road, Mid Broadwell Road, and Mayfield Road to the proposed trail on Milton Avenue
- Connections to Webb Bridge Park
- Continue the trail along GA 400 to McFarland
- Paths between schools and parks

They're most excited to comfortably walk or bike to Downtown Alpharetta, Avalon, Wills Park, and the Big Creek Greenway.

PARTNER FOOD AND FUN

Everything is better with food! From growing local crops at community gardens to buying local produce at farmers markets or creating the final dishes in culinary arts classes, they want it all. Improved concessions and potential food trucks at parks will make the home team wins even sweeter.

MAXIMIZE FLEXIBILITY

Create space for people with different interests and conserve land by choosing multi-purpose facilities whenever possible. For example, rectangular fields can have markings for multiple sports (soccer, football, cricket!); provide large, open green spaces; and design event spaces with movable walls. Keep spaces loose enough to encourage creativity and maintain functionality.

LOAD UP THE AMENITIES

Make parks inviting spaces for people to linger by including benches and seating, pavilions, Wi-Fi, and solar charging stations. Give Fido a place to play, too.

KEEP IT NATURAL

Residents want more than activities, they want spaces to connect with nature. Include natural areas, some unpaved trails, and natural play elements for children's playgrounds.

DON'T FORGET THE NIGHT OWLS

Adults and kids alike are often busy during the day and ready to unwind and play at night. Keep paths and parks well lit for evening strollers (solar lighting, please!) and expand program offerings to include more evening and weekend classes and events.

BRING MORE FACILITIES (ESPECIALLY INDOOR!) TO THE EAST SIDE OF TOWN

The eastern half of Alpharetta has few public parks or recreation facilities compared to the rest of the city, and they want more! An indoor facility with a pool would be preferred, and residents are open to a partnership with the YMCA, as long as prices are affordable.

PLAY TO OUR STRENGTHS

Focus on improving the quality of existing parks and emphasize unique aspects. Add new facilities within existing, underutilized properties like Union Hill Park, Windward Soccer Facility, and Webb Bridge Park. Maintain and upgrade existing facilities. Keep unique character where it exists, like at the Equestrian Center and the Adult Activity Center at North Park, and add creative new elements when possible. Locate any new parks around population centers to maximize their use.

WHAT BELONGS WHERE?

Participants in the community workshop suggested specific locations for new or upgraded features within existing facilities and newly acquired parcels for soon-to-be parks. They want:

EXISTING FACILITIES

WILLS PARK

- Larger pavilion to accommodate 50+ people
- Festivals
- Outdoor exercise equipment
- Senior programs
- Challenge course
- Improved equestrian spectator facilities
- Weekday uses for the equestrian center (such as meeting rooms)

BIG CREEK GREENWAY

- Increase the number of access points and quality of bike infrastructure leading up to them

WEBB BRIDGE PARK

- Connect to the trail system
- Community garden
- Community center
- Outdoor track
- Ninja challenge course
- Indoor pool
- Programs for children with special needs
- ADA accessibility

NORTH PARK

- Upgrade concession stands and bathrooms at fields 1-4, or consider food trucks as an alternative
- Connect walking trails
- Bocce ball court

ROCK MILL PARK

- Gardening
- Benches and seating
- Playground
- Splash pad

UNION HILL PARK

- Concert venue
- Natural playgrounds
- Youth and teen programs

COGBURN ROAD PARK

- Keep it up! This is a beloved and frequented neighborhood park.

BROOKE STREET PARK

- Activate the bandstand with outdoor concerts
- Dog park
- Dance classes

WINDWARD SOCCER FACILITY

- Dog park
- Community garden
- Beach volleyball
- Not enough parking for use as soccer facility

FITNESS PARK AT WESTSIDE

- Improve visibility and use

CRABAPPLE GOVERNMENT CENTER

- Senior programs
- Adaptive programs

NEW FACILITIES

ARTS CENTER

- Sculpture and ceramics
- Music
- Culinary arts
- Jewelry and metalsmithing
- Performances

RUCKER ROAD PARK

- Community garden and farmers market
- Farm camp
- Trails

MID BROADWELL ROAD PARK

- Large, flexible green spaces
- Ropes course
- Natural areas
- Unpaved trail
- Community garden

MILTON AVENUE PARK

- Trails

MAYFIELD ROAD PARK

- Trails
- Art classes
- Events facility
- Sand volleyball court

KIMBALL BRIDGE ROAD PARK

- Playground
- Benches and seating



OUR AREAS OF FOCUS



PARKS

**Do we have
enough?**

**How good
are they?**

**What can
we do to
improve
them?**

PAGES 16-33



EQUESTRIAN CENTER

**What does
the future
of this
facility look
like?**

PAGES 34-39



TRAILS

**How do we
maximize
the Big
Creek
Greenway?**

**What
connections
are we
missing?**

PAGES 40-49



PROGRAMS

**What are
we doing
well with
programs?**

**What's
missing?**

**How do we
improve?**

PAGES 50-56



ARTS + CULTURE

**What's the
role of the
new Arts
Center?**

**How do we
get more
art in the
community?**

PAGES 57-62





2

PARKS

2. PARKS OVERVIEW

Alpharetta has 10 main parks:

- Brooke Street Park
- Cogburn Road Park
- Crabapple Government Center
- Fitness Park at West Side
- North Park
- Rock Mill Park
- Union Hill Park
- Webb Bridge Park
- Wills Park
- Windward Soccer Complex

The City also has five pocket parks, which are small parks (less than an acre) and are mostly concentrated in central Alpharetta. In total, the City has 339 acres of parks, and another 459 acres in the Big Creek Greenway. With the park bond money, the City has also purchased 28.5 more parcels for parks: four in western Alpharetta, and one in eastern Alpharetta.

PARKS IN THE PERIPHERY

In 2005 and 2006, the landscape of North Fulton County changed forever: the Cities of Milton, Johns Creek, and Sandy Springs were created out of the remaining parts of unincorporated Fulton County.

One of the unanticipated outcomes of this was the location of many of Alpharetta's parks now at the City's periphery. When these parks were developed, it was

assumed that Alpharetta would grow and eventually annex land beyond them. With the creation of Milton and Johns Creek, these annexations are no longer possible. The result is that many of Alpharetta's parks are located on the edge of other cities: North Park and Crabapple Government Center are essentially in the City of Milton, and Webb Bridge Park is on the border of the City of Johns Creek.

Conversely, there are also parks owned and managed by other municipalities close to Alpharetta: Johns Creek's Ocee Park and Newtown Park and Roswell's Big Creek Park and Hembree Park.

Most people don't care which city owns which park—they go to the parks they like and that are close to them. As a result, many of Alpharetta's parks serve residents from other cities, and vice versa.

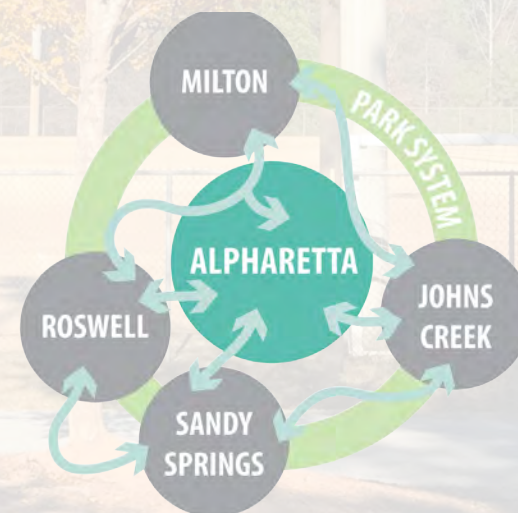
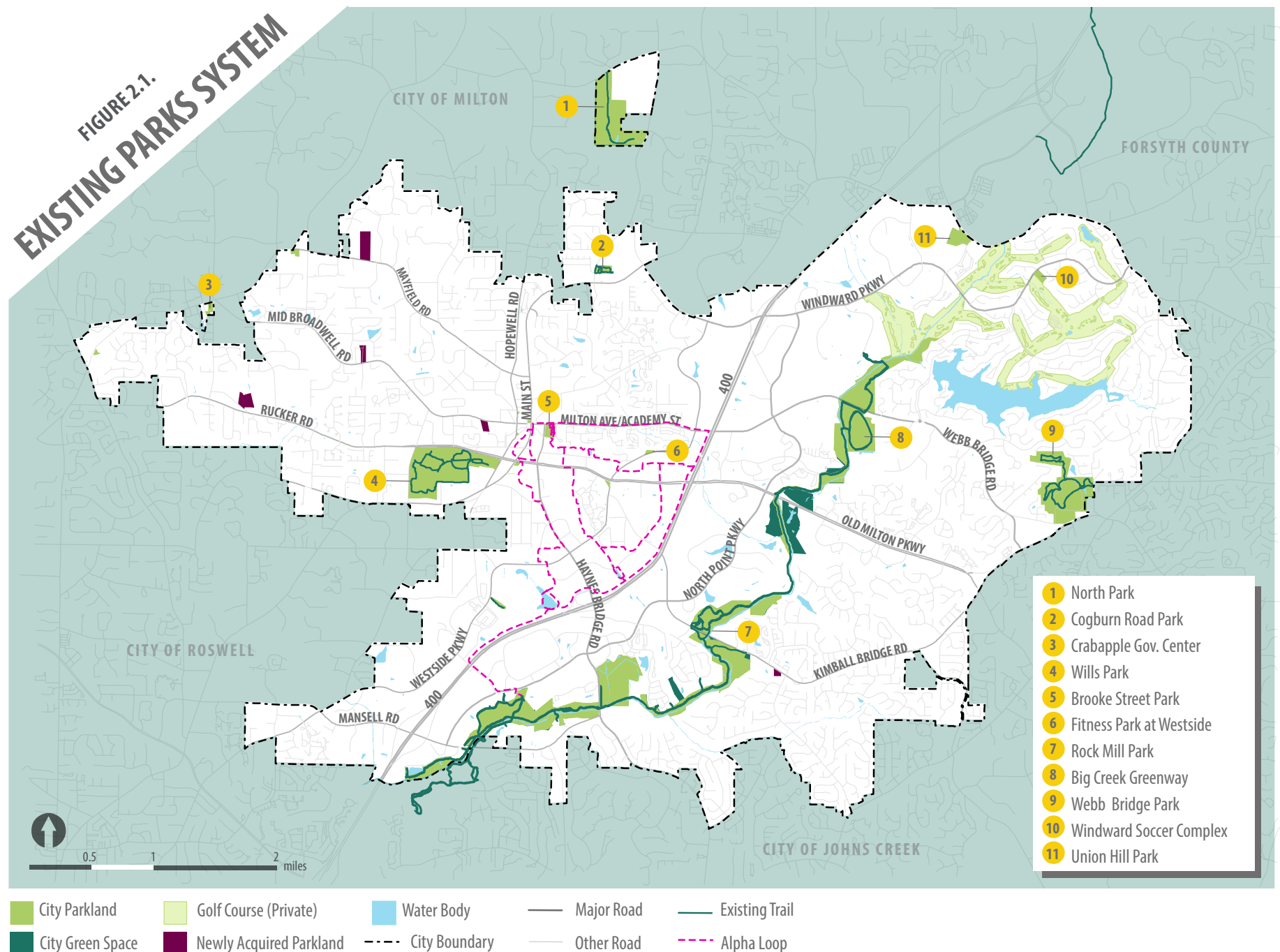


FIGURE 2.1.
EXISTING PARKS SYSTEM



OUR PARKS AS A GROUP

MEASURING OUR PARKS: HOW DO WE STACK UP?

One way to look at how well a city is doing in providing parks is to figure out its level of service, or “LOS.” Usually, a city’s LOS is expressed as the number of acres of parks for every 1,000 residents.

According to United States Census Community Survey in 2016, Alpharetta has about 65,338 residents. When this number is plugged into an equation with the City’s parks acreage, Alpharetta’s LOS is 5.19 acres per 1,000 residents. This number is just counting existing parks (and not the land recently acquired for future parks). When the Big Creek Greenway is included, the City’s LOS is 12.21 acres per 1,000 residents.

A LOS can also be projected out to tell us more about the future, and how growth will impact recreation and parks. When looking at Alpharetta’s future LOS, we are going to assume that the City will develop its 28.5 acres of parks it has already acquired, but not acquire anything else. With this assumption in mind, the Table 1 below shows how Alpharetta’s LOS will change over the coming years.

TABLE 1. LEVEL OF SERVICE: PARKS

Year	Population	LOS - Just Parks	LOS - Parks + Greenway
2020	67,494	5.45	12.25
2025	72,638	5.06	11.38
2030	77,035	4.77	10.73

So what does this mean? Are these numbers good?

Well, it depends. For some communities, this LOS would be very good. For others, it may just be OK. The most useful thing about an LOS calculation is that it makes it easier to compare your city to others, which is sometimes referred to as benchmarking.

BENCHMARKING: CITY OF FRANKLIN

Franklin, Tennessee is widely seen as one of the best places to live in the Nashville area. It is known for its charming downtown, and its beautiful parks and green spaces. In many ways, it’s a great point of comparison for Alpharetta.

Currently, Franklin has 706.6 acres of parkland spread among 18 different parks. When this is converted to a LOS, Franklin has 10.61 acres per 1,000 residents. Like Alpharetta, Franklin has a lot of acreage in sites that may not be considered to be parks by a standard definition. For example, about 275 acres of Franklin’s parks are in passive, natural parks, and an additional 120 acres are battlefields.

What does this tell us? Alpharetta is pretty much on par with the City of Franklin, and actually has a slightly better LOS. Although this doesn’t mean that Alpharetta’s work is done, it does mean that it is keeping pace with its peers in terms of its amount of parkland. To remain competitive, the city will need to continue to keep up this current LOS as it grows.

Recommendation

To maintain its current LOS, Alpharetta should acquire at least another 52 acres for parks by 2030. This is in addition to the 28.5 acres of land that were acquired in 2017.



The Comprehensive Plan has a goal that the City be **20 percent green/open space**. Right now, we’re at about 10 percent. To meet the full goal, the City would need to make 1,740 more acres green.

SO WE HAVE THE PARKS....BUT CAN WE GET TO THEM EASILY?

Another way to look at a city's parks is to map them out, and measure how far people have to travel to reach them.

An unofficial goal for Alpharetta is to have a park or other fun destination within a 10-minute walk of every resident. This translates into a distance of about ½ mile. Figure 2.1 on page 1922 shows 10-minute walking trips from each Alpharetta park, based on the existing network of roadways and actual access points to the parks. Every part of the city that is shown in dark pink can reach a park within a 10-minute walking trip. Those in lighter pink can reach a park within a 20-minute trip (1 mile). Once the new parks are developed on land the City already owns, residents within the dark blue color will be within a 10-minute walk of a park, and those within light blue will be within a 20-minute walk.

Every part of the city shown in white is a residential area that is outside a 1-mile trip to a park. Most of the white areas are in eastern Alpharetta, where the City has fewer recreation and parks facility. However, many neighborhoods on the east side, such as Windward, have private recreation facilities that are likely meeting at least some needs in this part of town.

Recommendation

Acquire more parkland in the eastern part of Alpharetta, particularly to serve residents who don't live in communities with private facilities.

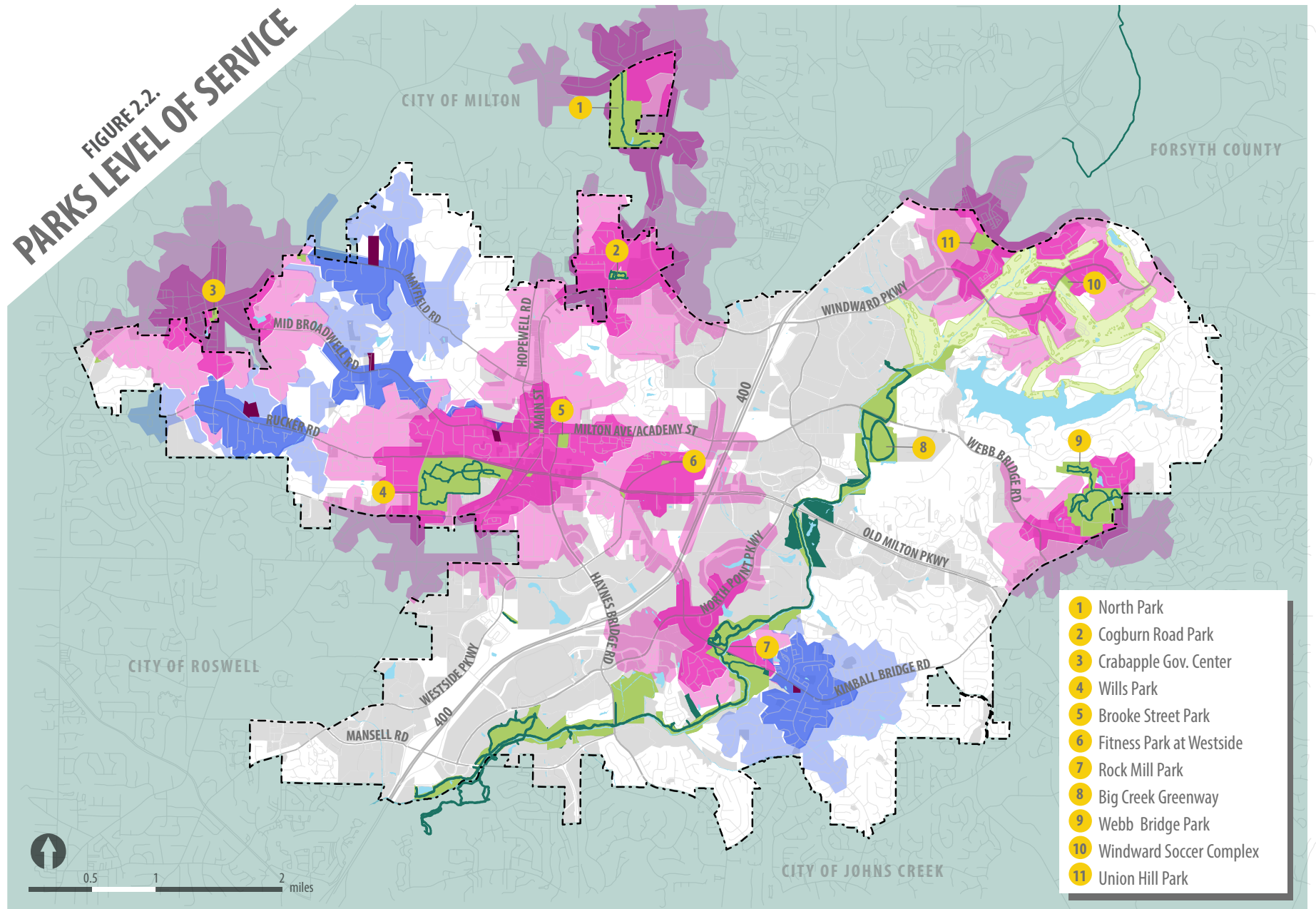
PRIVATE PARKS + OTHER PROVIDERS

One of the tricky parts of recreation and parks planning is that many neighborhoods have their own private parks and facilities. This can be as simple as a small playground or tennis court, to highly developed parks and marinas, like those that are in Windward. So, although the Parks Level of Service map shows that eastern Alpharetta needs parks, in reality many of these neighborhoods have their own facilities already.

The other piece of the parks puzzle is that private and semi-private providers also serve Alpharetta. Places like the YMCA offer a swimming pool, recreation programs, gyms, and classes to residents for the price of memberships. But the amount of service these organizations provide is difficult to measure in comparison to City facilities and programs, which are much less expensive or free.



FIGURE 2.2.
PARKS LEVEL OF SERVICE



- | | | | | | | |
|------------------|-------------------------|-----------------|---------------|----------------|----------------------------------|--------------------------------|
| City Parkland | Golf Course (Private) | Water Body | City Boundary | Other Road | 1/2-Mile Trip from Existing Park | 1/2-Mile Trip from Future Park |
| City Green Space | Newly Acquired Parkland | Non-Residential | Major Road | Existing Trail | 1-Mile Trip from Existing Park | 1-Mile Trip from Future Park |

OUR PARKS, ONE BY ONE

Looking at acreage and trip distances is helpful to see the bigger picture of recreation and parks in Alpharetta. But it doesn't get into the details of each park, and the quality of experiences they provide. How good are our parks? What are we already doing well, and what can be improved? And what projects can we get done in the next 10 years to make the best of them?

OVERALL, OUR PARKS...

- + Are high quality and well maintained
- + Have great outdoor facilities, particularly sports fields
- + Enjoy strong support from users
- Lack of strong entries, particularly signage
- Lack wayfinding/signage
- Lack a sense of place
- Aren't very visible from roadways
- Have indoor facilities that look institutional and dated



At every park, entrance upgrades are recommended. This means new, consistent entrance signage that announces the park at every major entry, as well as new landscaping to accent the sign and signal to people that they are about the experience The New Standard of Alpharetta parks.





BROOKE STREET PARK

5 acres of new park space next to City Hall with a stage, oval lawn, cool water feature, and arboretum

What's Good

- + Beautifully maintained
- + Central location next to City Hall, the library, and Downtown
- + High-quality facilities and materials
- + Water feature is a unique, engaging element
- + Flexible open space

Needs Improvement

- Lack of crosswalks across Haynes Bridge Road and Academy Street
- Northern third of park (along Academy Street) is not very active
- Currently lacks functionality to support large events

Recommendations

Brooke Street Park was just recently finished. The next step is to activate it with fun programming, and get the word out that the park is done and ready for action. The stage can be used for special events and other programming such as dance and theater classes, but needs to have better support infrastructure such as electrical access.

Over the next few years, the Recreation and Parks Department should pay close attention to how all of the park space is used, and get feedback from residents. With most activity likely centered on the lawn and the stage, the arboretum—the part of the park that faces Academy Street—may not be as well used. If additional parkland in central Alpharetta cannot be acquired, the City may need to use this part of Brooke Street Park to serve the growing population of residents downtown who need close-to-home recreation facilities, like a dog park or playground. These facilities could be designed to be part of the arboretum, with high-end, natural materials.

2018-2027 Projects

- Entrance Upgrades

Additionally, the Recreation and Parks Department should work with Public Works to stripe crosswalks across Academy Street and Haynes Bridge Road. The park is right in the middle of the Alpha Loop project, and should connect seamlessly into both the inner loop and outer loop, with signage that is easy to follow.

COGBURN ROAD PARK

5-acre park in north Alpharetta with lots of flexible green space and a popular playground

What's Good

- + Well maintained
- + Lots of flexible open space
- + Popular playground is shady and pleasant
- + Direct sidewalk to the Park at Cogburn neighborhood and shopping/restaurants to the east
- + Agreement with Lowes for overflow parking

Needs Improvement

- Not very visible from Cogburn Road
- Lack of "eyes" on park
- Park is nice, but doesn't have any special feature or unique character

Recommendations

Cogburn Road Park is a well-used neighborhood park, and is particularly popular for its playground. By 2027, the playground equipment will be up for replacement. At this point, the City could replace it with new, similar equipment but an upgrade to a unique playground specific to Cogburn Park is recommended. This could take the form of a natural playscape, or a custom playground that is a reflection of the **New Standard** of Alpharetta parks.

2018-2027 Projects

- Entrance Upgrades
- Playground Replacement/Upgrade



10 PLACES TO PLAY...

Brooke Street Park

Cogburn Road Park

Crabapple Government Center

Fitness Park at Westside

North Park

Rock Mill Park

Union Hill Park

Webb Bridge Park

Wills Park

Windward Soccer Complex





CRABAPPLE GOVERNMENT CENTER

A shared facility on the periphery of the city, with classrooms, offices, and a gym

What's Good

- + Co-location with City of Milton recreation facilities
- + Co-location with other public services
- + Well maintained

Needs Improvement

- Facility is old and tired feeling, with a very institutional look and feel
- Location is remote from the center of the city
- Arts and crafts rooms feel small and dark
- Gymnasium is stuffy and dark
- No outdoor recreation space
- Lacks crosswalk to City of Milton playground and pavilion across Broadwell Road

Recommendations

Currently the main recreation functions at Crabapple are staff offices, arts and crafts classrooms, and the gymnasium. Arts programming is scheduled to leave the facility next year when the new Arts Center is open. Because of its location adjacent to the City of Milton, Alpharetta should discuss joint use and management of the facility and explore better uses for the center, such as a regional center for therapeutic recreation and special needs programming. In the future, staff with offices here should be relocated to Wills Park or another more central location with the rest of Department staff.

2018-2027 Projects

- Joint study with the City of Milton
- Entrance Upgrades



FITNESS PARK AT WESTSIDE

New 1-acre park on Westside Parkway with outdoor fitness equipment

What's Good?

- + Very visible location on Westside Parkway
- + New equipment

Needs Improvement:

- Lacks connections to nearby neighborhoods and across Westside Parkway
- Lack of variety of things to do

Recommendations

Fitness Park at Westside was recently deeded to the City as part of the Avalon development. Because it is so new, there are no condition issues. It is also difficult to know how much use the park will get used. The City should talk to residents in the neighborhood immediately to the north to see if they would like a direct pedestrian connection to the park. This would also open up easy pedestrian access between the neighborhood and Avalon.

2018-2027 Projects

- Entrance Upgrades



NORTH PARK

83 acres of mostly active recreation facilities nestled in the woods, surrounded by schools and the City of Milton

What's Good

- + Beautifully maintained
- + Adult Center is popular and well loved
- + Miracle League facility is unique
- + High usage of sports fields by nearby schools, some with direct paths to the park

Needs Improvement

- Poor location outside of Alpharetta
- Poor visibility from a distance
- Feels like a series of facilities strung together, rather than a single, unified park
- Adult Center is very small and not laid out well; the split into two separate buildings makes management more difficult
- Bathroom facilities are undersized
- No flexible green space
- Heavily wooded, but not managed or used as an recreation asset

Recommendations

North Park is one of the largest City parks, yet it is surrounded by the City of Milton. As part of a bigger discussion that includes Crabapple Government Center, Alpharetta should meet with the City of Milton to discuss forming an equity partnership to operate and maintain North Park jointly for both communities. One of the first steps in this partnership should be the development of a new master plan that will address circulation, better use and management of the wooded areas, upgrades to existing facilities, and better connections to the surrounding schools, churches, and neighborhoods.

The master plan should take a close look at the Adult Center. Specifically, the entry and circulation areas should be redesigned, and the arts building be directly attached. New outdoor facilities at the Adult Center should also be considered, like a bocce ball court and a covered patio/seating area.

While a partnership with the City of Milton is being developed, Alpharetta should plan for replacement projects that are needed to keep facilities current and in good working condition.

2018-2027 Projects

- Master Plan with City of Milton
- Entrance Upgrade
- Softball Field Restroom/Concessions Facility Replacement/Expansion
- Turf Replacement at Field #1
- Tennis Court Resurfacing
- Turf Replacement at Football Field #2
- Miracle League Field Turf Replacement
- Football Field #1 Restroom/Concession/Press box Facility Replacement



ROCK MILL PARK

A 17-acre park with a focus on environmental education, and a major trailhead of the Big Creek Greenway

What's Good

- + Beautifully designed and well maintained
- + Strong sense of place and a unique look
- + Use of native plants and other green design elements
- + Access to the Big Creek Greenway

Needs Improvement

- Poor visibility and connections to the surrounding area
- Not as well used as other parks

Recommendations

Rock Mill Park is a beautifully designed facility, but it appears to be less visited than many other Alpharetta parks. Bolder, improved signage will help to signal to people that there is a park here to explore. Further into the future, the City should consider additional facilities at the park to help activate it, like a nature-based playground.

2018-2027 Projects

- Entrance Upgrade



UNION HILL PARK

An 11-acre roller hockey park in northeast Alpharetta

What's Good

- + Unique roller hockey facility has the potential to be repurposed

Needs Improvement

- Park is very under-used and facility feels abandoned in comparison to other City facilities
- Not visible from the street
- Lack of connections to the surrounding area

Recommendations

The current focus on roller hockey at Union Hill Park is no longer in tune with the types of recreation the community wants. As the Big Creek Greenway stretches north to Forsyth County, Union Hill Park will shift gears and become an important trailhead for the greenway. Although other facilities were envisioned at Union Hill Park in a master plan completed in 2017, only developing the trailhead facilities is recommended at this time. In the near-term, the City should experiment with ways to use the roller hockey rink such as short-term "indoor" soccer uses that do not require a switch to turf (futsal), and creative programming that bring people to the space for non-roller hockey activities. The park has particular potential for youth/teen programs and parties, like a holiday roller party and dodgeball tournaments.

2018-2027 Projects

- Entrance Upgrade
- Trailhead Development



WEBB BRIDGE PARK

The largest park in east Alpharetta at 96 acres, with sports fields, wooded trails, a special children's play area, tennis courts, and flexible open space

What's Good

- + Well-loved, highly used children's play area
- + New tiered seating at soccer field is unique and beautiful
- + Park is well maintained
- + Trails through wooded areas are used frequently and some of the best in the city

Needs Improvement

- Odd layout
- Lacks sense of place and arrival
- Flexible green space in far north of park is hidden and underused
- Bathrooms at back of park are not well used
- Heavily wooded, but forest is not actively managed
- Stormwater management could be improved using green methods
- Hard to see from outside the park
- Lacks strong connections to the surrounding neighborhoods
- No direct entry from Kimball Bridge Road

Recommendations

Webb Bridge Park is the only major public park on the east side of Alpharetta. Although its facilities are well maintained and certain parts are well-loved by the community, the park's layout is not intuitive, and some areas are very underused and hidden. There are also a number of facilities that are due for replacement in the next 10 years. Although the Webb Zone community playground requires a large amount of upkeep and maintenance, it is treasured by the community and should remain in place.

A new master plan is recommended to address circulation and use of all aspects of the park. This plan should also address erosion issues at a site-wide scale; active care and management of wooded areas; and ways to open up access to the park directly from Kimball Bridge Road. Other facilities to consider during the master plan process are a new multi-generational community center to serve east side residents, community gardens, an outdoor track, challenge courses, and a universal playground. This study should be part of a broader recreation plan undertaken jointly with the City of Johns Creek, in which Ocee Park (a Johns Creek Park) should also be studied and planned for based off of both communities' needs.

In the near term, access to the park can be improved through a few trail projects. One would create a sidewalk that directly links Webb Bridge Park with Lake Windward Elementary School, including a safe crossing on Fox Road. As part of the recommended master plan, a trail connection to Southlake Drive should be looked at and discussed with the neighborhood.

2018-2027 Projects

- Entrance Upgrades
- Joint Master Plan with Ocee Park (Johns Creek)
- Implementation of Phase I of Joint Master Plan
- Restroom/Concession Replacement/Expansion at Soccer Fields
- Turf Replacement at Lower Soccer Field
- Tennis Court Resurfacing
- Trail to Lake Windward Elementary School



The crown jewel of Alpharetta's recreation and parks system, Wills Park is a central, 116-acre park that has something for everyone

What's Good

- + Large diversity of activities and facilities
- + Beautifully maintained
- + Centrally located
- + Unique equestrian facility
- + Wills Park Community Center is highly used
- + Sports fields are well used
- + Outdoor recreation facilities are in excellent condition
- + Pool renovation will improve aquatics for the city by providing both a competition and leisure pool

Needs Improvement

- Lacks sense of entry, welcome signage is inadequate
- Circulation is confusing: park feels like a series of facilities instead of one cohesive place
- Bathroom facilities are too small for demand
- Lack of signs and wayfinding
- Wooded area is not used
- Maintenance facility for the entire park is located at the Equestrian Center, rather than central to all facilities
- Recreation Center is small and limited in its uses
- Community Center lacks space to meet program demand, especially gymnastics
- Presence of two centers—a community center and a recreation center—is confusing, and not an efficient distribution of resources

Recommendations

Wills Park is the crown jewel of the system, and should be a high priority for investment and improvement. Key recommendations include proactively acquiring adjacent parcels along South Main Street and Roswell Street, upgrading restroom facilities, and making aesthetic improvements to the Community Center.

Additionally, the City should develop a master plan to better tie all of its facilities together into a park with intuitive ways to get around and a unique sense of place. Working under the assumption that the park will expand in size over time, the master plan should consider the following:

- Relocation of the main maintenance shed from the Equestrian Center to a more centralized location
- A sub-plan for the Equestrian Center that includes improvements at existing facilities, new facilities, and upgraded footing
- Location of a direct trail connection to the Alpha Loop
- A feasibility study for indoor aquatics
- Improved circulation
- Solutions to streambank erosion and water quality issues
- System of signs for wayfinding
- A perimeter/loop trail around the park
- Expansion (and potential relocation) of the community garden



WILLS PARK (CONTINUED)

- Location for a centralized Recreation and Parks Department administrative office
- Cricket pitch
- Trails through wooded areas
- Large pavilion (to hold parties of over 50 people)
- Challenge course/outdoor exercise equipment

Ideally, the plan should phase improvements in a way that enables the City to continue to acquire adjacent land without holding up improvements to existing facilities.

The plan should also look specifically at the Community Center, and ways to make it the primary indoor recreation facility on the west side of town. Recommendations include:

- Expand the gymnastics center into the small adjoining gym
- Add a larger viewing to the front of the building
- Add another full-sized gym to the back of the center
- Add additional classroom space to the building for general recreation

2018-2027 Projects

- Entrance Upgrades
- Master Plan
- Master Plan Implementation – Phase I
- Bathroom Renovation/Expansion at Fields A-D
- Bathroom Renovation/Expansion at Wacky World
- Field #4 Turf Replacement
- Tennis Court Resurfacing
- Outdoor Basketball Court Resurfacing
- Kings Ridge Playground Replacement
- Community Center Renovation
- Recreation Center Playground Replacement

WINDWARD SOCCER COMPLEX

A small (3 acres), secluded park with a soccer field

What's Good

+ Well maintained

Needs Improvement

- Facility is "one note" with a single soccer field
- Park is locked when there is no scheduled use
- Very little visibility from the roadway
- No connections to the surrounding neighborhoods

Recommendations

Windward Hill Soccer Complex is currently a single use facility with a soccer field. It is difficult to see the park from the road, and the gate is often locked. The City should move forward in developing the park according to the master plan created in 2017. In addition to the facilities shown in the master plan, the heavily forested frontage of the park on Windward Parkway should be thinned to provide some visibility into the facility. Additionally, the City should engage nearby neighborhoods to see if they want direct pedestrian/bike connections to the park.

2018-2027 Projects

- Entrance Upgrades
- Master Plan Implementation – Phase I



NEW PARKS

As part of the parks bond passed in 2016, the City purchased five parcels of land for new parks. Each of these parks now needs a master plan, discussions with surrounding neighborhoods, and development of park facilities.

OLD RUCKER ROAD PARK

The Old Rucker Road property was previously used as a residence and plant nursery. When Whole Foods approached Alpharetta about donating its working farm facilities to the City, the Old Rucker Road property appeared to be a perfect fit. Because of the quick timeframe for the farm facility donation, the City needs to rapidly develop a master plan for the park, as well as determine a strategy for operating it. The master plan should also include initial programming ideas for environmental education.

KIMBALL BRIDGE ROAD PARK

This future park is located only about 1/3 mile east of the Big Creek Greenway. To help boost the amount of parkland in the east side of town, expanding this park west to the greenway is recommended. In the near term, a wide sidewalk should be provided between the park and the trail access point at Alpharetta Fire Station 86.

The master plan process for this park should be done under the assumption that the park will expand. Facilities to consider include a playground, flexible green space, a dog park, and trails that tie directly into the greenway. This expanded park should also be considered as an alternative location to Webb Bridge Park for an east side community center.

MILTON AVENUE PARK + MID BROADWELL ROAD PARK + MAYFIELD ROAD PARK

For each of these parks, the City needs to engage the surrounding neighborhoods to talk about the kinds of facilities they want to see, and

develop a master plan. For Mayfield Road Park, this process will include the City of Milton, who shares ownership of the land with the City of Alpharetta. At Milton Avenue Park, there is an opportunity to build off the character provided by the recently relocated log cabin.

Over the next 10 years, the goal should be to develop at least the first phase of facilities for each.

2018-2027 PROJECTS

- Old Rucker Road Master Plan
- Old Rucker Road Master Plan Implementation – Phase I
- Kimball Bridge Road Master Plan
- Kimball Bridge Road Master Plan Implementation – Phase I
- Milton Avenue Park Master Plan
- Milton Avenue Park Master Plan Implementation – Phase I
- Mid Broadwell Road Park Master Plan
- Mid Broadwell Road Park Plan Implementation – Phase I
- Mayfield Road Master Plan
- Mayfield Road Master Plan Implementation – Phase I

OTHER RECOMMENDATIONS

is happening in the center of the city. Most of these new developments are not being built with many of their own recreation facilities; as a result, the City will need to be prepared to provide close-to-home parks and recreation to these new residents. These facilities are likely to include flexible open space, dog parks, and playgrounds. Acquiring 3-5 acres of land in central Alpharetta is recommended for this purpose. The need for trails and greenways should be met by the Alpha Loop.

PLAYGROUNDS



FLEXIBLE OPEN SPACE



PLACES FOR PUPS





A person in a red jacket and white pants is riding a horse over a jump. The rider is wearing a red helmet and a red jacket with a white patch on the sleeve. The horse is dark-colored. The background is a grassy field with a fence. The text "EQUESTRIAN" is overlaid in white on a teal background.

EQUESTRIAN

3

CENTER

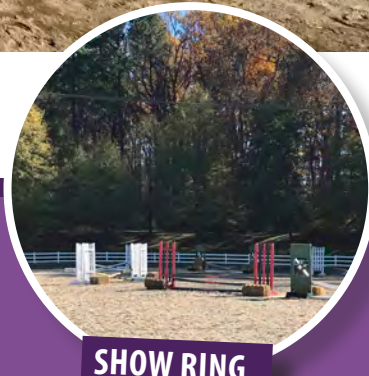


3. EQUESTRIAN CENTER

Built in the 1960s, the Equestrian Center was a Fulton County facility until Alpharetta purchased all of Wills Park in the late 1990s. It has long been a key recreation amenity in the community, and is an important part of the city's heritage.

There is something happening at the Equestrian Center almost every week of the year. In 2017, there were 50 horse shows, 8 dog shows, a rodeo, concerts, and a number of corporate rentals. This pace of events is unlikely to slow down: 50 weekends are already booked for events in 2018.

Although multiple types of events happen at the Equestrian Center, the focus is definitely on horse shows. The center is very well respected in the equestrian community as a premier site for shows. Mostly it serves as a regional level facility, with its primary market being local and A-level Hunter Jumper shows.



SHOW RING



COVERED ARENA



Because of its small size and relatively old facilities, the Equestrian Center cannot compete with other large venues in the southeast for nationally rated horse shows. Although it is well maintained, most of the buildings and structures date back to the 1960s and have an institutional look. The entry area, maintenance building, barns, covered show arena and the outdoor rings—pretty much all of the facilities—are in need of a major upgrade. To keep its position in the equestrian event market into the future, the Equestrian Center will need to be updated.

One of the facility's most unique assets, however, is its intown location. The vast majority of equestrian venues are rural, meaning most people bring everything they need with them when they come for events. With its location right in Wills Park, top-notch restaurants, shopping, and hotels are just minutes away. Its adjacency to the rest of the facilities at Wills Park is also a plus, as it brings in more people to events and offers activities for the whole family. Although this location within the park does occasionally cause security concerns and operational issues, overall it's a significant plus.

Recommendations

- The City will need to publicly commit to maintaining and improving the Wills Park Equestrian Center as a long-term recreation amenity for the community and the region.
- The City should develop an updated, long-range, capital improvement plan for the center based on the plan that was established previously. This plan, which should be part of the overall Wills Park Master Plan, needs to take a phased approach that matches available capital and operations dollars. The master plan should include the following:
 - Another show ring, schooling ring, and lunging ring
 - Relocation of the maintenance shed out of the Equestrian Center to a more centralized place in the park to better serve the rest of Wills Park
 - Phased replacement of the horse barns over a five-year period
 - Better and more spectator-friendly areas
 - Design features that provide a unique sense of place and celebrate Alpharetta's heritage
 - An economic impact study that quantifies the impact from out of town visitors/participants on the Alpharetta community



HORSE STALLS



BARN



OFFICE

- The “footing” is the key aspect of any top-flight equestrian center. This should be a top priority for improvement.
- The existing covered arena needs to be improved. This should begin with repainting the ceiling as well as installation of sun shades to eliminate the afternoon sun from crossing the arena floor.
- When the maintenance function is relocated, the existing building should be renovated into an office and indoor meeting/event site that serves as a gateway to the equestrian center. Ideally, this building should anchor the equestrian center and celebrate the history of the facility.
- There needs to be improved entry signage to the center and the overall entry experience should be upgraded to make it more inviting.
- Establish a location so food trucks can better serve horse shows and other events at the center.
- Update the P.A. system at the center.

- Promote the value of the facility to the community and attempt to provide more activities and events that will draw the general community to the center.
- Develop a private fundraising and sponsorship campaign for the center. This will require the City to update its policy on sponsorships.
- Establish a ‘Friends group’ for the center.

2018-2027 Projects

- Entrance Upgrades
- Equestrian Center Master Plan (part of Wills Park Master Plan)
- P.A. System Upgrade

BENCHMARKING: TRYON INTERNATIONAL EQUESTRIAN CENTER

Tryon International Equestrian Center is a world-class equestrian venue located 45 miles southeast of Asheville, North Carolina. Though the facility opened recently in 2014, it already has over 40 equestrian events annually, boasts over 500,000 in attendance, and has awarded over \$5 million in prize money.

The center is huge: located on over 1,400 acres in the foothills of North Carolina, it has 1,200 state-of-the-art stalls, 10 competition rings, a cross-country course, a derby field, and a host of support facilities including schooling rings, 200 RV pads, on-site cabins, and 10 restaurants.

Beyond equestrian activities, the Tryon Center hosts a packed calendar of special events. This includes Saturday Night Lights, a free event in the arena offered more than 20 times per year featuring family entertainment and performances. Other events include Derby Days, movie nights, Silo Bar concerts, holiday events, art exhibits, and BMW test drives. These events bring great crowds, and also introduce new people to the world of equestrian sports.

One of the major forces behind the Tryon Center's success is the leadership of the Tryon Equestrian Partners and deep sponsor support. This private investment has catapulted the center into being one of the highest caliber equestrian centers globally.

Although much smaller and run by a municipality, the Wills Park Equestrian Center can benefit from some of the same strategies that have made Tryon a great success. The abundance and variety of special events available at Tryon could be replicated at Wills Park at a smaller scale, and attract a larger audience of people to enjoy the facility. Additionally, private sponsorships and fundraising are currently relatively untapped at Wills Park. Drawing from private funding streams would help the facility see improvements faster, and at a larger scale than what is possible through relying solely on public money.

Image Sources: Tryon International Equestrian Center

EQUESTRIAN EVENTS



FOOD + LIVE MUSIC



+ HOTEL



A photograph of a paved trail winding through a forest. The trail is light-colored and has a dashed line down the center. The surrounding trees and foliage are in autumn colors, including shades of orange, yellow, and red. The trail curves to the left in the distance.

4 TRAILS

4. TRAILS

Trails are having a moment—across the country, communities are seeing greater and greater demand for trail facilities. The need for trails is both for recreation, and also for having alternative ways of getting around town.

Alpharetta and the greater Atlanta area are no different. The past decade has seen a surge of trails projects, from the high-profile Beltline in intown Atlanta to many smaller trails along streams and old railroad corridors.

Currently most of the trails within Alpharetta are part of the Big Creek Greenway. Stretching from the southern border of the City with Roswell up to Marconi Drive in the north, the greenway has approximately 8 miles of paved trail traveling roughly parallel to Big Creek. It connects to Roswell in the south and will soon link to Forsyth County in the north.

One of the most exciting projects right now in Alpharetta is the creation of the Alpha Loop. The Alpha Loop is actually a planned double loop of greenways and trail connecting destinations in central Alpharetta. The inner loop is planned to be about 3 miles in length, and the outer loop will be approximately 5 miles. The trails will mostly be built piece by piece by private developers but will be open for everyone to enjoy.

The only other trails currently in Alpharetta are loops contained within parks, like at Wills Park and Webb Bridge Park. The City does have some bicycle routes identified, but these are mostly roadways with wide shoulders that do not have official bicycle facilities.

BENCHMARK: ARVADA, COLORADO

Located northwest of Denver, Arvada is a wealthy suburb of about 117,000 residents. Like Alpharetta, it successfully competes for businesses with much larger cities, while still retaining its small town charm.

One of the things Arvada is best known for is its huge network of trails and bike lanes. In all, the city has 149 miles of paved hiking and biking trails, as well as an additional 30 miles of unpaved horseback riding trails. These trails are supplemented by another 54 miles of on-road bicycle lanes. In total, about one out of every ten streets in the city has official bicycle facilities.

What would it take to match this number of trails in Alpharetta? For the City's current population, Alpharetta would need about 83 miles of trail to be equal to Arvada. Right now, the City has about 15 total miles of trail when all of the Big Creek Greenway trails and trails in existing parks are counted. The Alpha Loop will add another 8. To make up the difference, Alpharetta would need to build another 60 miles of trails—the equivalent of over 7 Big Creek Greenways!



Image Sources (Clockwise from top): Fitt Co, Arvada Press, Railsnet, and City of Arvada

BIG CREEK GREENWAY

The Big Creek Greenway is the green backbone of Alpharetta's trail system. Since the 1990s, the City has been developing a 12-foot wide, concrete trail that meanders along Big Creek. The main trail is now 8 miles long, with spurs that connect to nearby areas. Currently the trail connects south to City of Roswell trail facilities, where there are plans to eventually bring the trail down all the way to the Chattahoochee River. To the north, Forsyth County has almost 10 miles of greenway along Big Creek, with another 5 miles planned. There is a 3-mile gap between Alpharetta's greenway trail and Forsyth County's, which the City is actively working to fill.

Like other City of Alpharetta facilities, the Big Creek Greenway is very well maintained. The City maintains everything within a 25-foot centerline of the trail; spur trails are cared for by their respective neighborhoods.

The greenway provides a recreation experience that is unmatched by other places in the city: while on the trail, you truly have a sense of being away from it all and immersed in nature. It also is a great resource for joggers, runners, cyclists, and skaters, who can take advantage of over 8 miles of uninterrupted trail.



There are some areas for improvement though. One of the biggest needs is for more signage to point the way and label paths to different areas—it would be very easy to get lost on the trail and all of its spurs as a first-time (or even fifth-time) visitor.

On a related note, the trail is pleasant and a great way to get into nature, but there is no special feature or aspect of it that makes it feel like a unique experience. Better signage and wayfinding could help brand the trail, as well as add more character and visual interest.

Although the main trail is in pretty good shape, there are some segments of secondary trails that are not. This is particularly true of boardwalks where the wood is not holding up well to the wet environment of Big Creek. These segments need to be replaced with materials that can stand up to the moist conditions better.

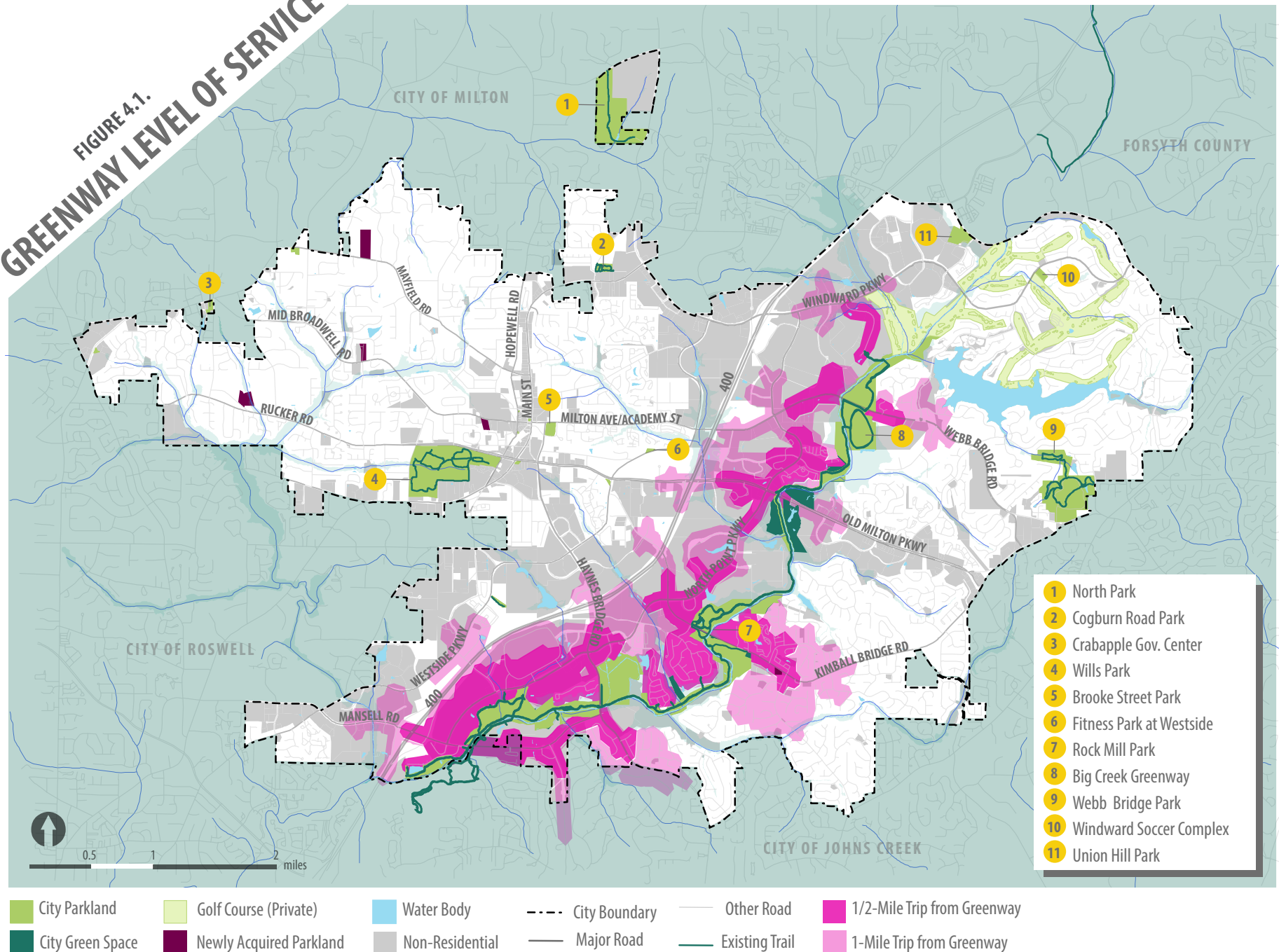
One of the biggest areas for improvement is access. Although some trailheads are very well developed, many are almost hidden and can be very hard to see.

The larger issue, however, is the location and number of access points. To figure out how easy (or difficult) it is to reach the greenway's trails, a level of service (LOS) access analysis was done. This analysis measured both 10-minute and 20-minute walking trips (Figure 4.1) from each of the official trail access points. A 10-minute walk is equal to about ½ mile, or an easy 3-minute bike ride, and a 20-minute walk trip is about a 1-mile trip, or about 6 minutes by bike.

Looking at the map, most of the areas that are within a 10-minute walk of the greenway are to the west side. Much of this area is also not residential, but shopping and/or offices. As a result, very few people east of the greenway—even those who live right next to it—are within a 10-minute walk.

When the time is increased to a 20-minute walk, the coverage is better, particularly along Kimball Bridge Road, but there are still many east side neighborhoods that don't have easy access to the trail.

FIGURE 4.1.
GREENWAY LEVEL OF SERVICE



Big Creek Greenway Recommendations

The Big Creek Greenway is one of Alpharetta's best recreation resources, and the easiest place to get immersed in nature quickly. The first priority for Alpharetta's trails is to complete the Big Creek Greenway by building the last piece that connects to Forsyth County. Plans for this are underway, and the City should continue to pursue this aggressively.

In the meantime, more benefits can be generated from the greenway, mostly in terms of access. All of the current trailheads should connect to a larger trail system. An example of this is the trailhead on Kimball Bridge Road near Fire House 86. There are no official trailhead facilities, and no way to cross Kimball Bridge Road to reach the residences on the other side.

There should also be more trailheads on the east side of the greenway. New trailheads are recommended for access to Lake Windward Drive; Alpharetta High School; multi-family communities along Kimball Bridge Road; and communities along Long Indian Creek. New trail access points should only be built in communities where there is a clear consensus of support for the project.

Additionally, some of the secondary trails in the greenway have boardwalk sections that need to be addressed. As they reach the end of their usable lives, the City should replace the boardwalks with structures made of more durable materials that can

hold up better to the moisture in the floodplain, such as concrete.

And finally, Alpharetta should elevate the user experience on the greenway by adding wayfinding signage, and integrating context-sensitive public art.

Big Creek Greenway 2018-2027 Projects

- Northern Extension
- Sewer Infrastructure Art Pilot
- Wildwings Boardwalk Replacement
- "Old Boardwalk" Creek Stabilization
- Restroom Replacement at North Point Parkway
- Entrance Upgrades
- Wayfinding
- New Access A: Lake Windward Drive
- New Access B: Alpharetta High School
- New Access C: Kimball Bridge Multi-Family Communities
- New Access D: Long Indian Creek Communities



BENCHMARK: SWAMP RABBIT TRAIL, GREENVILLE, SC

One of the most celebrated trails in the southeast, Greenville's Swamp Rabbit Trail is an example of the positive impact that trails can have on a community.

Originally a rail bed, the Swamp Rabbit Trail is now 22 miles of paved trail connecting Downtown Greenville to the nearby small town of Travelers Rest. It follows the Reedy River for much of its length, and hits area landmarks such as the picturesque waterfalls at Falls Park and the beautiful campus of Furman University.

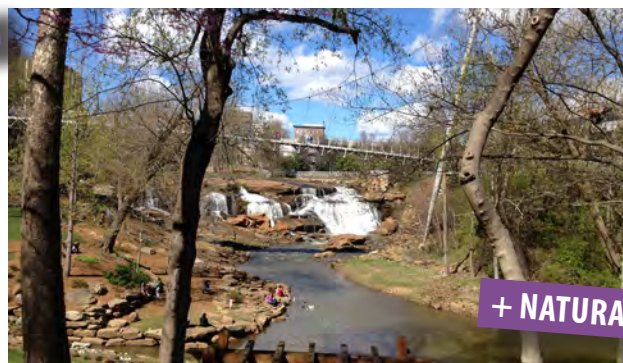
The trail's popularity has spurred a number of new businesses—many of which reference the swamp rabbit in their name or logos—and even inspired the city's minor league hockey team to change their name to the Swamp Rabbits ("Fear the Ears!"). So many restaurants have popped up along the trail that a quarterly publication, "The Carrot," now serves as a guide to the options.

Officially the trail is called the GHS Swamp Rabbit Trail. GHS stands for Greenville Health System, which is the largest corporate sponsor of the trail. Funding from GHS was essential to getting the trail built and marketed. This demonstrates the importance of sponsorships, and also the natural partnership that exists between public health and recreation facilities.

Although there are no rail-trail opportunities in Alpharetta, the Alpha Loop has the potential to serve a similar purpose to the Swamp Rabbit Trail. Its connections between major destinations in the community, and its location in areas that are attractive for new businesses, suggest that its impacts could go far beyond recreation, by spurring even more economic development and providing much-needed alternatives to driving for short trips.



IN TOWN CONNECTIONS



+ NATURAL RETREATS



ALPHA LOOP

Along with finishing the Big Creek Greenway, the major trail project in Alpharetta right now is building the Alpha Loop. As currently planned, the Loop is a system of two loops of 12- to 16-foot wide trails that will connect Downtown Alpharetta, Avalon, and the Northwinds area. The outer loop will be about 5 miles in length and run along Academy Street, Georgia 400, and a meandering trail west of Haynes Bridge Road. It will be woven into the existing city landscape, primarily along roadways.

The inner loop will originate at Brooke Street Park, then thread its way east into the core of Avalon. It then turns south on Northwinds Parkway, and turns northwest along the existing stream bed roughly parallel to Haynes Bridge Road. This part of the loop will be more of a greenway experience.

Throughout both loops there will be a series of small pocket parks, plazas, and public art. The project in its entirety will be an important asset to central Alpharetta, and may give the Big Creek Greenway a run for its money as the most popular recreation asset in town!

FIGURE 4.2. ALPHA LOOP CONCEPTUAL MASTER PLAN



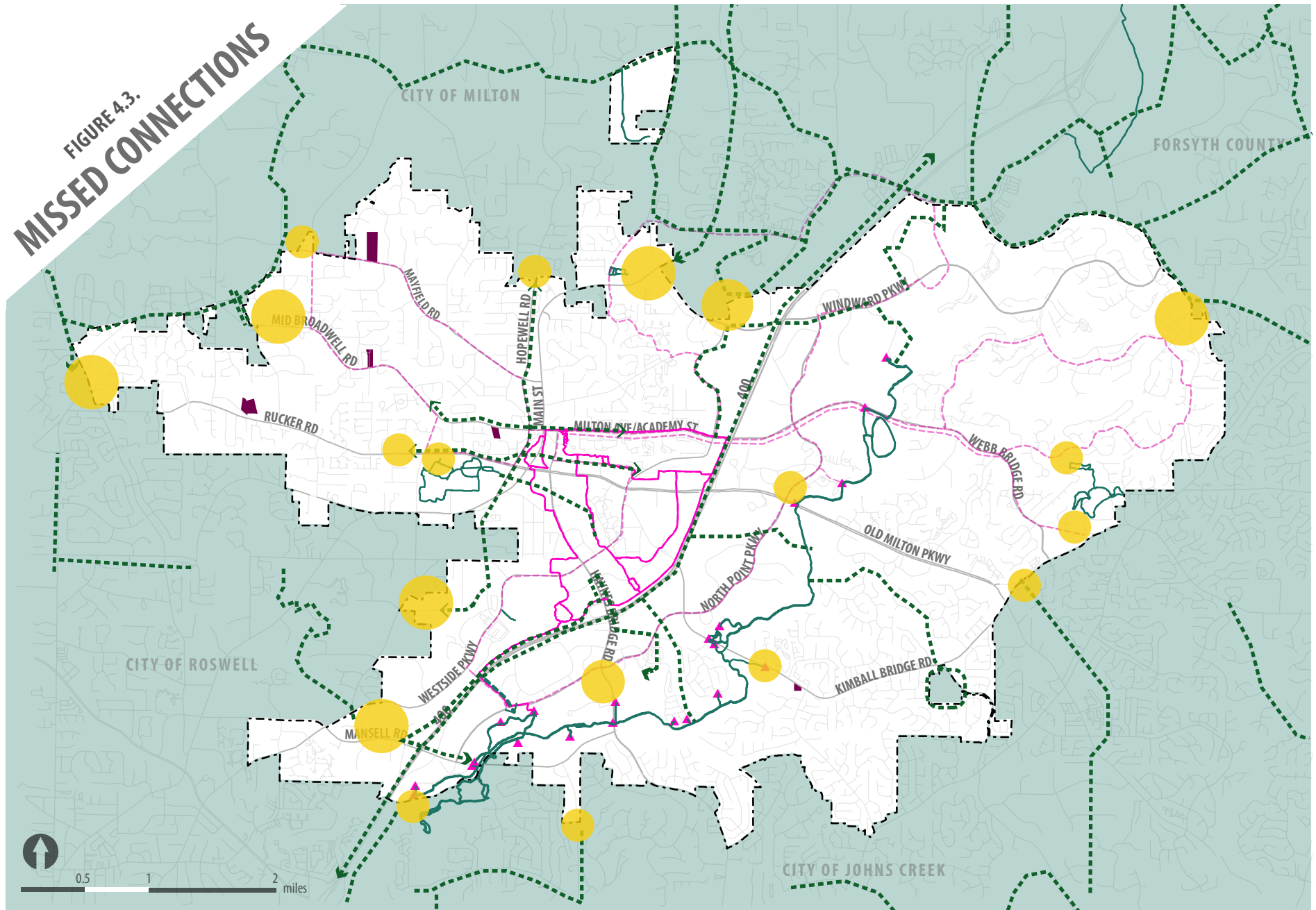
MIND THE GAPS!

A quick look at the trail plans of Alpharetta's neighbors — Johns Creek, Roswell, Milton, and Forsyth County—reveals that there is an exciting, cross-regional network of trails underway. Although the majority of the trails will not be built for many years, it signals a growing demand and desire of people to get out and get active.

Figure 4.3 shows all of the trails currently planned in and around Alpharetta. Importantly, this map also shows areas (very loudly in bright yellow) where these trail plans may not be lining up exactly with one another. Of the 19 “missed connections” identified on the map, 12 are between Alpharetta and its neighbors. This points to a need for a regional look at trails and greenway planning. The remaining seven “missed connections” also suggest that Alpharetta would benefit from a more detailed trail planning project within its own borders.



FIGURE 4.3.
MISSED CONNECTIONS



- | | | | | | |
|------------------|-------------------------|---------------------------------|------------|----------------|------------|
| City Parkland | Newly Acquired Parkland | Big Creek Greenway Access Point | Major Road | Existing Trail | Alpha Loop |
| City Green Space | Trail Gap | City Boundary | Other Road | Proposed Trail | Bike Route |

Other Trail Recommendations

Alpharetta, along with the Cities of Johns Creek, Roswell, and Milton and Forsyth County should band together and jointly develop a regional greenways plan. This plan should not be a deep dive into exact alignments of any trails. Instead, it should identify regional greenway corridors that are important for both recreational and environmental purposes; figure out the best ways for the jurisdictions to work together; and prioritize top greenway corridors. It should also identify and “plug” any gaps in the planned trail system, including those shown in Figure 4.3.

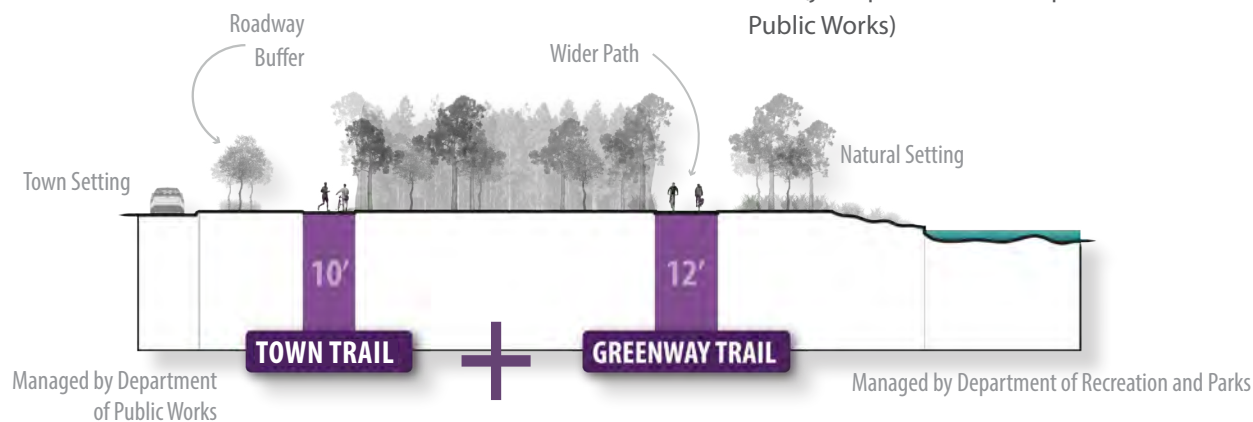
Once this broad regional greenway plan is in place, the City of Alpharetta should do a more detailed plan for its own trails. Two general types of trails are recommended: town trails and greenway trails.

Town trails are trails that would be in areas that are highly developed, like along roads. In general, these trails should be about 8 feet to 10 feet wide, and have at least a 5-foot buffer from roadways. This type of trail would be built and maintained by the Department of Public Works, and would essentially be part of the sidewalk system.

Greenway trails are more like what already exists in the Big Creek Greenway. These are trails that are much more natural in their surroundings, and are typically wider (12 feet is recommended). Greenway trails would be built and managed by the Department of Recreation and Trails.

Other Trail 2018-2027 Projects

- North Fulton/Forsyth Regional Greenways Plan
- City of Alpharetta Greenways and Trails Plan (joint plan with the Department of Public Works)



When Alpharetta starts planning trails in more detail, here are some suggested **PRINCIPLES** to get started:

- Squeeze more out of the **Big Creek Greenway**: more access points to the east, and no “orphan” trailheads—everything should connect to a bigger system
- **Fill the gaps** in the proposed system: mostly these are less than half a mile, and will have a lot of bang for the buck
- More **east-west connections**
- **Connect all parks** to the trails system
- **Connect major community destinations**—schools, shopping centers, other community facilities—to the system
- Use the **creeks as greenways**—an escape in nature throughout the city



A soccer player in a red jersey and maroon shorts is running on a green field. The player is wearing white socks with red stripes and white cleats. A red line is visible on the field.

5

PROGRAMS



Youth baseball



Adult softball at North Park

5. PROGRAMS

The City of Alpharetta’s Recreation and Parks Department offers a wide range of recreation activities and special events for the community. But like most cities in the United States, Alpharetta faces challenges getting these services to residents in an efficient, cost-effective way.

About 50 to 70 percent of most program registrants are residents of Alpharetta. Senior activities has a much lower percentage of non-residents at 20 to 40 percent. Most of the program participants who do not live in Alpharetta are coming from nearby Milton.

Key program areas include:

Program Areas	Example Programs
Special Events	Aquatics, Holiday, Cultural, Outdoor, etc.
Aquatics	Lessons, Teams, Passes
Youth Athletics	Baseball, Softball, Football, Basketball, Cheerleading, Soccer, Lacrosse
Adult Sports	Basketball, Softball, Volleyball
Recreation Programs	Sports Camps and Clinics, Gymnastics, Art, Fitness, Summer Camps, Other
Seniors	Monthly Programs: Clubs, Movies, Bingo Weekly Programs: Fitness, Games, Dance, Ping Pong, Pickleball

Programs and events take place at locations across the city. This includes both indoor and outdoor facilities, parks, athletic field complexes and specialty facilities. While this brings recreation services directly to the community, it is also more expensive and requires more staff.

The chart to the right shows the results of a program assessment, which identified current programming strengths and weaknesses. Some programs are currently stronger than others. For example, the Department conducts most of the organized team sports programs for youth in the community in cooperation with youth sports organizations, and excels in providing a variety of community-wide special events. In addition to the recreation programs and services that are provided by the City, there are a number of other organizations and facilities that are present in the market from other communities (Milton, Roswell, etc.) as well as non-profits (YMCA) and private providers.

+	Programming Strengths	-	Programming Weaknesses
	Aquatics		Fitness/Wellness
	Seniors		Outdoor Education/Recreation
	Gymnastics		Special Needs
	Youth Sports		Education
	Adult Sports		General Interest
	Summer Camps		Teens
	Special Events		-
Cultural Arts (with the new center)			





The City cannot meet all of the recreation program needs of the community. Instead, the Department should fill the role of being a **“clearinghouse” for information about recreation services** provided by other organizations in the community and the surrounding area.

Program Recommendations

Although many of the Department’s program offerings are strong, there are two overarching things that the City can do to improve its services:

1. Establish a Program Plan
2. Track and Evaluate Programs Regularly

The Program Plan

The Department should establish a new program plan for recreation services. This plan needs to take into consideration the needs of the community, the role of the City, and the expectations and role of other organizations and recreation providers in the area. There should be clearly identified areas of programmatic responsibility to make sure that overlaps are minimized, and that there are no gaps in services. As part of this planning effort, it will be important to match Department programming efforts with available staff and financial resources. This will require prioritizing programming opportunities and developing areas of specific focus.

One recommended analysis is a lifecycle study for all programs offered by the Department. Programs should be classified in three categories:

- New – programs in the start-up phase that are just starting to build in popularity.
- Mature – programs that have consistently high levels of registrations and are still growing in popularity.
- Old – programs that are seeing a decline in popularity.

Ideally, the Department should have program offerings distributed equally among each category.

Through the Program Plan, the Department will also need to identify which programs and services will be offered directly by the recreation staff and which will be contracted to other individuals or organizations. Increasingly recreation departments are turning to contracted services or the outright rental of facilities to other providers to broaden programming, and limiting the role of in-house employees.

Additionally, the Department should track program trends on a regional and national basis to make sure that program offerings are current and reflect what people want today--and may want tomorrow.

Program scheduling should also be evaluated as part of this planning process. For example, the Department should look at bundling programs so that pre-school aged/youth programs have adult classes offered at the same time. The need for evening and weekend classes for working parents with children should also be evaluated.

Finally, this plan should include a more detailed look at special events. A special events analysis should answer the following questions:

- What is our philosophy behind special events? Some communities put on events with the goal of attracting people from outside the community, promoting the community, and/or bringing a diverse community together. Others

are more focused on providing entertainment to residents, and/or economic development.

- What are our key areas of focus? Sample focus areas include youth, adults, families, celebrating history, health and wellness, cultural activities, and holidays.
- What is the role of the City? This question should address the role of not just the Recreation and Parks Department, but other City departments as well. It should also explore the number of in-house events that can be supported on an annual basis, as well as those the City can co-sponsor/support.
- What is the role of other providers? Specifically, what assistance can other organizations expect from the City?
- How will the special events program be run? The topic of administration needs to be fully explored, including how proposals for new events would be handled; fees and charges for outside events; permitting; and tracking of metrics.

Tracking + Evaluating

The Department needs to make sure there are mechanisms in place to evaluate programs at each stage. For example, every new program or service should be required to fill out a program proposal form to determine the direct cost of offering it, as well as the minimum number of participants needed to conduct the program. This proposal form should also evaluate the need for the program, its market focus, and how it fits into the Program Plan and priorities of the Department.

At the end of each program or service, staff should create a report that itemizes the exact cost and revenues that were generated and the number of people served. This will determine if the program or service met its financial and service goals. Likewise, the Department should track actual costs and revenues generated by each special event that is offered by the City. When possible, the City should also try to determine total number of attendees.

Here are some key metrics to track:

- Rates of fill for classes and programs (number of registrants compared to the capacity)
- Participation numbers by individual programs and totals by program areas, along with comparisons to past years/seasons (3- to 5-year comparisons)



- Rate of program cancellations
- Financial performance of individual programs (operating expenses versus revenues) including cost per participant
- Evaluations from participants with a numeric scoring system for comparative purposes

Though this can be tricky, the Department should also try to track use and attendance numbers for key programs and activities provided by others that use City parks and indoor facilities. This should include youth sports organizations that use City fields/facilities as well as other contract service providers.

And finally, the City should require that all contract service providers for the Department pay a minimum of 30 percent of gross revenues to the Department. If this is not possible, the City should develop straight rental agreements for use based not only on the space being used but also on the number of participants and the fee for the class.

Specific Program Recommendations

Looking ahead, the Department should start to emphasize recreation programs that focus on family/multi-generational opportunities, active seniors, and teens. Following are recommendations for each program area:

- **AQUATICS.** The Department should strongly consider operating the new aquatic center's lesson program in-house rather than contracting it out. This will provide greater consistency in programming and should also contribute a strong revenue stream for the aquatic center.
- **FITNESS/WELLNESS.** This area should have special emphasis and needs to go beyond fitness classes to include programs on wellness and healthy living. This effort should focus on youth obesity as well as senior wellness activities. Providing these programs in existing indoor facilities will be challenging, but outdoor fitness programming can be implemented immediately.
- **GENERAL INTEREST.** Developing a series of general interest programming (such as dog obedience classes and trip programs) for youth, teens, adults, families and seniors should be a priority.
- **SPECIAL NEEDS.** It is difficult for most recreation agencies to have a broad special needs program on their own. As a result, many departments in a region will often band together to provide these services in a more cost-effective manner. The Department should consider partnering

with other organizations for special needs programming; this could occur at Crabapple Government Center once the arts programming has moved out.

- **TEENS.** Additional services and programs will need to be targeted to this age group. It is anticipated that these will primarily be offered by the City and other providers with experience with teens.
- **OUTDOOR EDUCATION/RECREATION.** The Department has a number of parks with great natural resources, such as forested areas and streams. These sites could be used to expand outdoor recreation programming. Given national trends, this program area is likely to increase in demand over the next years. Programming will likely be a mix of City and other providers. The Department should work with the environmental education staff person in Public Works to expand programming in this area.
- **SPECIAL EVENTS.** As part of the Program Plan, the Department should evaluate its approach to special events. It should consider reducing the number of community-wide special events per year/month that it provides on its own. A good rule of thumb is 15 per year or 2 per month, but the City should determine its own maximum based on its staffing and goals.



6 ARTS + CULTURE

6. ARTS + CULTURE

Up to this point, arts and cultural programming has been limited by the modest facilities available at Crabapple Government Center. However, with the opening of the Arts Center, this area of programming is about to take off.

Currently, the major focus for most cultural arts programs has been on the visual arts with both adult and youth offerings in painting, drawing, and pottery. There are a limited number of music instruction classes as well. The City has also established an outdoor arts program and hopes to grow this over the coming years.

Right now there are virtually no indoor performing arts-based activities available. Although the new center will help support arts programming and arts display, it will not be a location that can easily host larger arts performances. One facility that may help to fill this void is the new 500-seat performing arts center that the school district is building at the former Milton High School site.

Arts + Culture Recommendations

The Arts Center

The new Arts Center should serve as the hub for cultural arts programs and events in the community, and act as an incubator for new programs and cultural arts organizations.

The center will need to have a well-conceived operating plan to fill this role. This plan will need to address how each of the planned spaces in the building will be used and programmed. There will need to be specific priorities for internal Department uses as well as use by other community arts organizations. While the Arts Center should provide a home for many cultural arts groups, no one group or organization should dominate it.



Department staff has set as its goal to have the new Arts Center serve four programming roles:

- Visual/Fine Arts
- Performing Arts
- Gallery Shows and Special Events
- Technology and Community Programs

These four programming areas should form the core of a cultural arts program plan, which should be a sub-section of the recommended Program Plan. This plan needs to detail out the types of programs and services that will be offered by the Department over the next three to five years and the role of other providers in this effort. As part of this effort, the City should evaluate the desire for programs in animation, audio, and film production to capitalize on this growing industry in the region and the strong technology sector already present in the city. Although these programs would require an upfront investment in equipment and technology, they could be a key differentiator between Alpharetta and its peers.

More staff will be needed to manage, operate, and provide programming at the Arts Center. This could include an additional cultural arts coordinator, center facility monitors, and a variety of part-time instructors. To offer a high quality of programming, the City will need to invest in well-educated and talented instructors for all programs and services. The center will also need a comprehensive marketing plan that should include sponsorship opportunities, which would augment City investment in the facility.

Use, event, and programming numbers need to be closely tracked at the center every year. Ideally there should be a separate budget for the Arts Center that also covers all cultural arts programs and activities. The budget should be based on a fee for service concept for most programming and activities that take place at the center. A good goal would be to recover between 30 and 50 percent of its cost of operation. The Arts Center should also have its own “Friends” group as a support group for the center and its programs and services.

CORE PROGRAMMING AREAS

- 1 VISUAL/FINE ARTS
- 2 PERFORMING ARTS
- 3 GALLERY SHOWS AND SPECIAL EVENTS
- 4 TECHNOLOGY AND COMMUNITY PROGRAMS



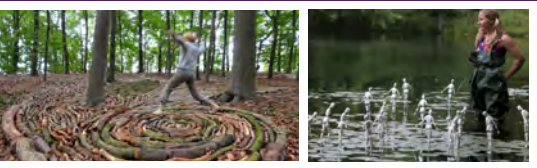
PUBLIC ART: BEYOND THE BRONZE SCULPTURE

Public art is so much more than sculptures. Check out these examples, and imagine what can happen in an Art-Infused Alpharetta.



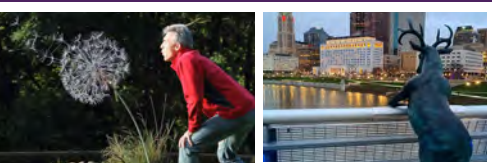
FUNCTIONAL ART

This is exactly what sounds like: art with a function or purpose, like benches, bike racks, and shelters.



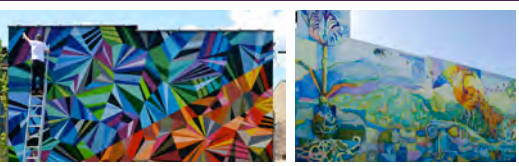
ENVIRONMENTAL ART

Nature-based art that mostly uses natural materials and is made for a specific place.



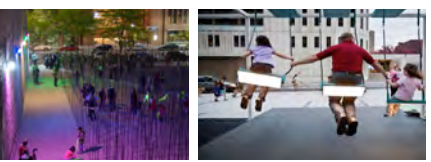
SCULPTURAL ART

What most people think of when they hear “public art,” sculpture can run the gamut between highly traditional to surprising.



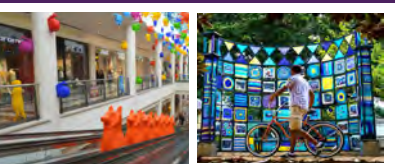
MURALS

Art—usually painted—on publicly-visible surfaces like building walls, retaining walls, and along roadways.



INTERACTIVE ART

This kind of art invites people to not just observe it, but to engage it directly. A lot of these installations take advantage of cool technology, and really shine at night.



TEMPORARY EXHIBITS

Temporary exhibits can be as quick-lived as only a few hours to many months, and are a good way to try out more experimental types of art—without a big commitment.

More than the Arts Center: An Art-Infused Alpharetta

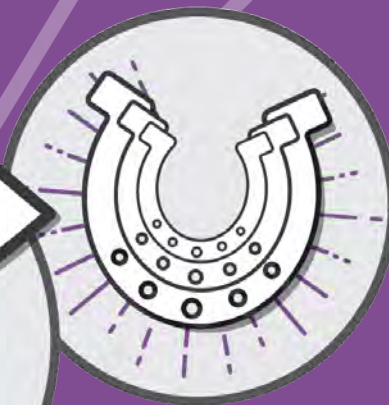
Like the Arts Center serving as a hub for arts in Alpharetta, the City will need to increasingly take on the role of a coordinating agency for arts activities and events in the city. This should include other arts organizations and facilities in the community. Forming an Alpharetta Arts Council would help with this effort. Along these lines, the Arts Center should not be the only location in the city for these types of activities to take place.

The City has an opportunity to lead the future of arts and culture in the community, particularly in how the arts can be incorporated into public spaces. To really accomplish this at a large scale, the City should undertake an Arts and Culture Master Plan, with an emphasis on public art. This plan should include the following:

- An inventory of all arts and cultural organizations operating in Alpharetta, both public and private
- Interviews with representatives from arts and cultural organizations
- At least one public workshop
- Vision and goals for arts and culture in the community
- Plan for art in public spaces, including functional art, environmental art, sculptural art, murals, interactive art, and temporary exhibits; this should include general guidelines for each and a list of potential locations
- Arts and cultural programming needs assessment and recommendations, including a close look at special events (as part of the Program Plan)
- Identification of partners and funding sources, both public and private
- Identification of policy changes required to support the vision for an Arts-Infused Alpharetta

Festivals + Other Cultural Events

A major piece of the arts and culture puzzle is festivals and special events. Festivals can be defined as events, usually put on by a local community, to celebrate some significant or unique aspect of that community. There are three main types of roles the City can play in festivals:



ART-INFUSED ALPHARETTA

- Producing the festival from top to bottom
- Co-sponsoring festivals with other organizations
- Authorizing permits required for other organizations' festivals and events

As part of the special events analysis in the Program Plan, there should be a particular focus on developing a long-term strategy for arts and cultural events. This should start with performing an inventory of all festivals and arts/cultural events in Alpharetta, and identifying any overlaps or gaps. This should also include a high-level look at arts and cultural events happening in nearby jurisdictions to see how “saturated” the market is for certain event types. This process would also be an opportunity to look at combining multiple smaller events into festivals with bigger impact.

In the near term, it is recommended that Alpharetta focus on producing a handful of cultural events that have broad community support, and encourage other organizations to put on events where the City can co-sponsor. This will not only put less pressure on Department staff, but is likely to result in a broader diversity of event types. Like other Department programs, all arts and cultural events should be evaluated following the events' conclusion to determine how successful it was, costs versus revenue, and lessons learned.

It Starts in Parks

The Recreation and Parks Department has the opportunity to lead the way in arts and cultural investment. Every improvement at the parks is an opportunity to integrate art and culture. For example:

- The raised sewer manholes along the Big Creek Greenway are opportunities for public art.
- In upgrading city-wide signage and wayfinding, local artists could be part of the design process and help establish the New Standard of art in parks. And
- Within Wills Park, horse shoes—either painted or embedded—in pathways could lead people to the Equestrian Center
- The upgraded entrance to the Equestrian Center could be a “paddock” populated with horse statues

BENCHMARK: ASHEVILLE

Despite its small size, Asheville, North Carolina, is known throughout the southeast as a premier destination for arts and culture. Although Asheville has long attracted creativity, it wasn't until the late 1990s when the City officially adopted a policy on public art. This policy stated that the City would:

- "Provide public art in buildings and public spaces.
- Promote Asheville as an arts destination city and use public art as a major attraction for cultural tourism and economic development.
- Provide a structured process to acquire public art through donations of money, or direct donation of artwork.
- Provide for maintenance of public art throughout the city.
- Educate the citizens of Asheville and visitors about local culture and history through art."

To help implement the policy, the City has a Public Art and Culture Commission that oversees the public art program. Importantly, the Commission played a vital part in developing a downtown walking trail with over 30 "stations" of public art that tell the story of Asheville's history and culture. The walking trail is considered part of the City's curated collection of public art, which also includes the Energy Loop and Deco Gecko sculptures, City Hall murals, and life-sized bronze sculpture of Martin Luther King, Jr.

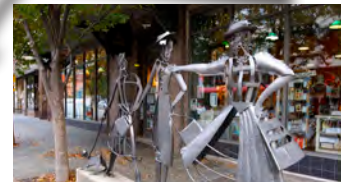
Asheville's commitment to arts and culture extends to festivals and special events. To help boost the number of festivals without producing more on its own, Asheville has a program set up for organizations to apply for co-sponsor support from the City. Support ranges from services such as waiving permits, to providing police and fire support, but it does not involve any cash investment from the City.

Importantly, the City of Asheville is not alone in providing arts and culture. Organizations such as the Asheville Art Arts Council (AAAC) play critical roles in not only providing arts programming, but also serving as conveners for arts and culture stakeholders in the region. The AAAC provides a physical home for arts and culture in its Refinery Creator Space, which provides studios for rent, exhibit halls, a media lab, office space for arts organization, special events space, and houses artists in residence.

ART TRAIL



SPECIAL EVENTS





7 **TODO**

7. THE TO-DO LIST

The next 10 years will be busy for the Recreation and Parks Department. This master plan points to a number of capital projects that need to be built, more studies to be done, and relationships to strengthen. It can be a lot to keep track of, but here are the big ideas:

BIG IDEAS

1

KEEP ON KEEPIN' ON.

Finish our big projects: the Big Creek Greenway, Alpha Loop, and developing the new neighborhood parks.

2

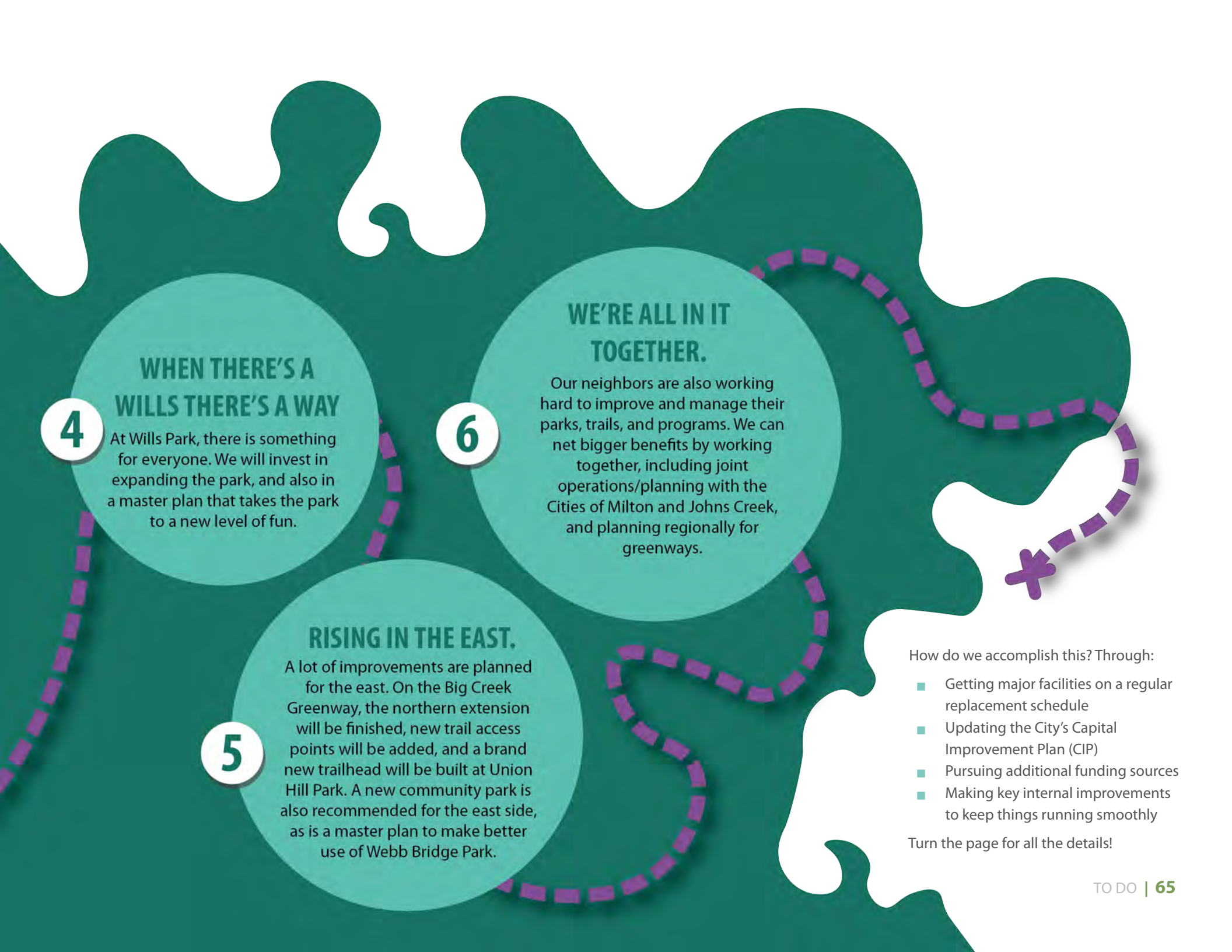
OUT WITH THE OLD

The major focus for capital projects will be to replace old and aging facilities at our parks. Restroom and concession buildings will also get expanded, and playgrounds should be upgraded with cool new designs and equipment.

3

MAKE AN ENTRANCE

Every park will get a facelift for a better first impression: this includes new signage and beautiful, eye-catching landscaping.



4

WHEN THERE'S A WILLS THERE'S A WAY

At Wills Park, there is something for everyone. We will invest in expanding the park, and also in a master plan that takes the park to a new level of fun.

6

WE'RE ALL IN IT TOGETHER.

Our neighbors are also working hard to improve and manage their parks, trails, and programs. We can net bigger benefits by working together, including joint operations/planning with the Cities of Milton and Johns Creek, and planning regionally for greenways.

5

RIISING IN THE EAST.

A lot of improvements are planned for the east. On the Big Creek Greenway, the northern extension will be finished, new trail access points will be added, and a brand new trailhead will be built at Union Hill Park. A new community park is also recommended for the east side, as is a master plan to make better use of Webb Bridge Park.

How do we accomplish this? Through:

- Getting major facilities on a regular replacement schedule
- Updating the City's Capital Improvement Plan (CIP)
- Pursuing additional funding sources
- Making key internal improvements to keep things running smoothly

Turn the page for all the details!

SUMMARY OF RECOMMENDATIONS

2018-2027

PARKS

- Acquire at least another 52 acres of parkland by 2030; target locations for new acreage should be east Alpharetta, central Alpharetta, land adjacent to Wills Park, and land adjacent to the new Kimball Bridge Road Park.
- Upgrade entrances at all parks with new, bolder signage and landscaping
- For Fitness Park at Westside, the City should talk to residents in the Jamestown neighborhood about building a direct pedestrian connection to the park.
- At Brooke Street Park, activate the space with more programming and evaluate use of the arboretum area over time
- Replace the playground at Cogburn Road Park by 2027
- Develop a joint use/management agreement with the City of Milton to operate Crabapple Government Center and North Park
- Develop a master plan for North Park
- Also at North Park, replace the softball field and football field restrooms/concessions facilities; replace turf at Fields #1, #2, and the Miracle League field; resurface the tennis courts
- Develop the planned trailhead facilities at Union Hill Park; until this happens, program the covered roller hockey rink with a range of events
- Engage Johns Creek to jointly master plan Webb Bridge Park and Ocee Park
- At Webb Bridge Park, replace the restrooms/concessions at the soccer field; replace turf at the lower soccer field; resurface the tennis courts; and build a trail linking the park directly with Lake Windward Elementary School
- Create a master plan for Wills Park that includes a specific plan for the Equestrian Center and a study of its economic impacts; also include a feasibility study for indoor aquatics at the park.
- In the meantime at Wills Park, replace/expand bathrooms at Fields A-D and Wacky World; replace turf at Field #4, resurface tennis and basketball courts; replace the Kings Ridge playground; and renovate the Community Center
- Implement the first phase of the master plan for Windward Soccer Complex
- Develop master plans for all five of the newly acquired parks parcels, and implement a first phase of building at each

EQUESTRIAN CENTER

- Establish a new master plan for the facility as part of the Wills Park master planning process (see Parks, above)
- Improve the footing and address condition issues at the covered arena
- Relocate the maintenance building away from the entrance toward the middle of Wills Park
- Establish a location specifically for food trucks
- Update the P.A. system
- Develop a fundraising and sponsorship campaign, as well as a “Friends group”

TRAILS

- Complete the northern extension of the Big Creek Greenway
- At the Big Creek Greenway, add more trailheads to the east side; address boardwalk maintenance issues; and pilot a public art project for turning the sewer infrastructure into more of an amenity
- Continue to implement the Alpha Loop
- Partner with other North Fulton County cities and Forsyth County to develop a regional greenway plan
- Develop a city-wide trails master plan detailing locations of urban trails and greenways

PROGRAMS

- The Recreation and Parks Department should act as a clearinghouse for recreation programs in the community, including programs offered by other providers
- Establish a Program Plan to guide new programming and track trends
- Increase tracking and evaluating of current programs
- When the new aquatics center at Wills Park is complete, consider operating the swimming lesson program with in-house staff
- Expand programming in fitness/wellness, general interest, special needs, and for teens
- Take a close look at special events run by the Department, and focus on those that are most successful

ARTS + CULTURE

- The new Arts Center should serve as the arts and cultural hub for the community, and be an incubator for new arts initiatives
- Develop an operating plan for the Center
- Include a special focus on arts and culture programming in the Department-wide Program Plan, with an emphasis on visual/ fine arts, performing arts, gallery shows and special events, and technology and community programs
- Develop a city-wide Arts and Culture Master Plan

REPLACEMENT PROGRAM

Almost all recreation and parks facilities and products have a known lifespan, giving the Department a good idea of when to expect to replace them.

Four of the most common (and more expensive) facilities to replace/update include restrooms, playgrounds, turf fields, and tennis/basketball courts. Their typical lifespans are:

- Restrooms: 30 years
- Playgrounds: 30 Years
- Turf Fields: 10 years
- Tennis Court Surfaces: 5-8 years

Table 7.1 shows expected replacements for each of these facilities at all Alpharetta parks through 2027. Facilities with a year that has already passed are those that are due for an upgrade as soon as possible.

This calendar should be used as a guideline, not as a hard and fast schedule. Some facilities may experience more wear and tear and require replacement sooner, whereas others may be able to hold up a few years past their typical lifespans. And in some cases, the capital funds may not be available in the exact year identified. Instead, the replacement schedule is a general pattern that can help the Department set aside funds in the CIP at about the right time.

TABLE 7.1. FACILITY REPLACEMENTS, 2015-2027

Year	Location	Facility
2015	North Park	Turf at Football Field #1
2016	North Park	Tennis Court Resurfacing
2017	Wills Park	Wacky World Playground (although “due,” this playground is not recommended for replacement; instead, ongoing maintenance should continue)
2017	Wills Park	Recreation Center Playground
2018	North Park	Softball Field Restroom/Concession Building Replacement
2019	Webb Bridge	Tennis Court Resurfacing
2019	Wills Park	Tennis Court Resurfacing
2020	Wills Park	Outdoor Basketball Court Resurfacing
2020	Wills Park	Restroom Building Replacement at Wacky World Playground
2021	North Park	Turf at Football Field #2
2021	Wills Park	Turf at Field #4
2023	Wills Park	Equestrian Bath House Building Replacement (note: to be deferred until after the master plan for Wills Park)
2023	Wills Park	Kings Ridge Playground Replacement
2024	North Park	Turf at Miracle Field
2027	Big Creek Greenway	Restroom Building Replacement off North Point Parkway
2027	Cogburn Road	Playground Replacement
2027	North Park	Football Field #1 Restroom/Concession/Press Box Building Replacement
2027	Union Hill	Restroom/Concession Building Replacement (note: to be replaced with new trailhead facilities)
2027	Webb Bridge	Soccer Field Restroom/Concession Building Replacement
2027	Webb Bridge	Turf Replacement at Lower Soccer Field
2027	Wills Park	Restroom/Concession Building Replacement at Fields A-D

Beyond 2027, the following facilities should be on the list for replacement:

TABLE 7.2. FACILITY REPLACEMENTS, 2028-2040

Year	Location	Facility
2030	North Park	Restroom/Concession Building Replacement at Fields 6-8
2030	North Park	Playground at Fields #1-4
2031	North Park	Tennis Restroom Building Replacement
2031	Webb Bridge	Baseball Restroom/Concession Building Replacement
2033	Webb Bridge	Tennis Restroom Building Replacement
2034	Big Creek Greenway	Restroom Building Replacement at YMCA
2034	North Park	Miracle League Restroom/Concession Building Replacement
2037	Rock Mill	Restroom Building Replacement
2037	Webb Bridge	Webb Zone Playground (although “due,” this playground is not recommended for replacement; instead, ongoing maintenance should continue)
2039	Webb Bridge	Phase III Restroom Building Replacement

CAPITAL IMPROVEMENT PLAN, 2018-2017

The Capital Improvement Plan (CIP) is a list of projects—mostly physical—that are identified for implementation between 2018 and 2027. These projects have all been identified through the master plan process, and a “rough order of magnitude” cost was calculated for each.

Under the “Implementation” column, those with a note that starts with “CIP” indicate that the project is part of, or can be rolled into a line item in the City’s working CIP; those that say “Request” are projects that need to be requested for inclusion. Some projects have price tags that are beyond what will reasonably be available through the City’s General Fund/Capital Fund; the costs for these are shown in the “\$ Other” column.



Cogburn Road Park Playground



North Park Concession Building

TABLE 7.3. RECOMMENDED PROJECTS, 2018-2027*

	Location	Project	Repl?	\$ CIP	\$ Other	Implementation	Year
Existing Parks	Avalon Fitness Park	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	Big Creek Greenway	Northern Extension			\$6,200,000	Funded by bond	
	Big Creek Greenway	Sewer Infrastructure Art Pilot			\$16,500	Grants/partnerships	
	Big Creek Greenway	Wildwings Boardwalk Replacement		\$1,500,000		Request 2019	
	Big Creek Greenway	"Old Boardwalk" Creek Stabilization		\$220,000		Request 2020	
	Big Creek Greenway	Restroom Replacement at North Point Parkway	Yes	\$350,000		Request 2027	
	Big Creek Greenway	Entrance Upgrades		\$55,000		CIP - Parks System Wayfinding Signage	2019-2023
	Big Creek Greenway	Wayfinding		\$55,000		CIP - Parks System Wayfinding Signage	2019-2023
	Brooke Street Park	Entrance Upgrades		\$30,000		CIP - Parks System Wayfinding Signage	2019-2023
	Cogburn Road Park	Playground Replacement	Yes	\$150,000		Request 2027	
	Cogburn Road Park	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	Crabapple	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	North Park	Entrance Upgrades		\$30,000		CIP - Parks System Wayfinding Signage	2019-2023
	North Park	Joint Use/Management Study and Master Plan with Milton		\$30,000		CIP - Design Services	2026
	North Park	Softball Bathroom/Concessions Replacement	Yes	\$400,000		CIP - Concessions/Restrooms	2019
	North Park	Turf Replacement at Field #1	Yes	\$600,000		CIP - Synthetic Turf Replacement	2020
	North Park	Tennis Court Resurfacing	Yes	\$60,000		CIP - Tennis Court Resurfacing	2019
	North Park	Turf Replacement at Football Field #2	Yes	\$600,000		Request 2021	
	North Park	Miracle League Turf Replacement	Yes	\$400,000		Request 2024	
	North Park	Football Field 1 Restroom/Concession/Pressbox Building at North Park	Yes	\$400,000		Request 2027	
	Rock Hill Park	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	Union Hill Park	Trailhead Development		\$500,000	\$1,000,000	Phase I CIP Neighborhood Park; bond recommended for Phase 2	2021

*This chart does not include all Recreation and Parks Department items currently in the working CIP, just those that are pertinent to this master

	Location	Project	Repl?	\$ CIP	\$ Other	Implementation	Year
Existing Parks	Union Hill Park	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	Webb Bridge Park	Master Plan		\$50,000		CIP - Design Services	2021
	Webb Bridge Park	Master Plan Implementation			\$10,000,000	Bond recommended	
	Webb Bridge Park	Restroom/Concession Replacement/Expansion at Soccer Fields	Yes	\$400,000		CIP-Concession Restroom Improvements	2021
	Webb Bridge Park	Turf Replacement at Lower Soccer Field	Yes	\$600,000		CIP - Synthetic Turf Replacement	2018
	Webb Bridge Park	Tennis Court Resurfacing	Yes	\$40,000		CIP - Tennis Court Resurfacing	2021
	Webb Bridge Park	Entrance Upgrades		\$30,000		CIP - Parks System Wayfinding Signage	2019-2023
	Wills Park	Master Plan		\$200,000		request 2019	
	Wills Park	Master Plan Implementation			\$20,000,000	bond recommended	
	Wills Park	Bathroom Renovation/Expansion Fields A-D	Yes	\$400,000		request 2027	
	Wills Park	Bathroom Renovation/Expansion at Wacky World	Yes	\$400,000		CIP-Concession Restroom Improvements	2020
	Wills Park	Field #4 Turf Replacement	Yes	\$600,000		request 2021	
	Wills Park	Tennis Court Resurfacing	Yes	\$60,000		CIP - Tennis Court Resurfacing	2022
	Wills Park	Outdoor Basketball Court Resurfacing	Yes	\$20,000		request 2020	
	Wills Park	Kings Ridge Playground Replacement	Yes	\$220,000		partial coverage by existing line item; request for 2023	
	Wills Park	Recreation Center Playground Replacement	Yes	\$165,000		request 2019	
	Wills Park	Community Center Renovation		\$1,047,404		request 2026	
	Wills Park	PA System Upgrade at Equestrian Center		\$30,000		request 2019	
	Wills Park	Entrance Upgrades		\$110,000		CIP - Parks System Wayfinding Signage	2019-2023
	Windward Hill	Implement Master Plan		\$500,000	\$1,000,000	Phase I for 500k in CIP - Neighborhood Park Dev; bond for Phase II	2020
	Windward Hill	Entrance Upgrades		\$20,000		CIP - Parks System Wayfinding Signage	2019-2023
	Total			\$10,372,404	\$32,016,500		

	Location	Project	Repl?	\$ CIP	\$ Other	Implementation	Year
New Parks	Old Rucker Road	Master Plan		\$17,000		CIP - Park Master Plan for New Acquired Land	2018
	Old Rucker Road	Implementation		\$500,000	\$1,500,000	Phase I, CIP - Neighborhood Park Renovation/ Development; phase II bond	2019
	Milton Avenue	Master Plan		\$17,000		CIP - Park Master Plan for New Acquired Land	2018
	Milton Avenue	Implementation		\$500,000	\$1,500,000	Phase I, CIP - Neighborhood Park Renovation/ Development; phase II bond	2022
	Mid Broadwell	Master Plan		\$17,000		CIP - Park Master Plan for New Acquired Land	2018
	Mid Broadwell	Implementation		\$500,000	\$1,500,000	Phase I, CIP - Neighborhood Park Renovation/ Development; phase II bond	2023
	Mayfield	Master Plan		\$17,000		CIP - Park Master Plan for New Acquired Land	2018
	Mayfield	Implementation		\$500,000	\$1,500,000	Phase I, CIP - Neighborhood Park Renovation/ Development; phase II bond	2024
	Kimball Bridge	Master Plan		\$35,000		CIP Design Services	2024
	Kimball Bridge	Implementation		\$500,000	\$6,000,000	Phase I, CIP - Neighborhood Park Renovation/ Development; phase II bond	2025
Total				\$2,603,000	\$12,000,000		

	Location	Project	Repl?	\$ CIP	\$ Other	Implementation	Year
Trails	Greenways	North Fulton Greenway Master Plan		\$25,000		CIP - Design Services	2019
	Greenways	Alpharetta Trails Master Plan		\$75,000		CIP - Design Services	2022-2023
	Greenways	Big Creek Greenway Access A: Lake Windward Dr		\$50,000		request 2027	
	Greenways	Big Creek Greenway Access B: Alpharetta High School			\$100,000	Grants/partnerships	
	Greenways	Big Creek Greenway Access C: Kimball Bridge Multi-Family		\$140,000		request 2025	
	Greenways	Big Creek Greenway Access D: Thorn Berry - Hampton Hall		\$275,000		request 2026	
	Greenways	Webb Bridge Park link to Lake Windward Elementary School			\$120,000	Grants/partnerships	
Total				\$565,000	\$220,000		

Recommended Projects Total (All Categories)				\$13,540,404	\$44,236,500		
				Bond	\$44,000,000		



Playground at Wills Park

OTHER CIP RECOMMENDATIONS

- Align playground equipment replacement funding with actual planned playground replacements for the Wills Park Recreation Center Playground (2019), Kings Ridge Playground at Wills Park (2023) and Cogburn Road Park (2027); reserve some money annually for ongoing maintenance of Wacky World and Webb Zone.
- Delay Wills Park drainage and water quality improvements (currently in CIP for 2019-2021) until after Wills Park Master Plan is complete; try to address issues through low-impact dedevelopment (LID) principles and re-location of activities that are exacerbating erosion problems.
- Use the Webb Park Master Plan to examine erosion control issues at a site-wide level, and re-evaluate need and price of Webb Bridge Park Erosion Control/Parking Lot Repaving project (CIP 2026)

BEYOND THE CIP: FUNDING, SPONSORSHIPS, AND PARTNERSHIPS

The CIP project list is based on the City's projected General/Capital Fund. Big ticket items, such as later phases of park development, will require alternative funding sources. In order to reach the **New Standard** of Alpharetta parks, the City should consider asking voters for a Recreation and Parks bond. To cover all of the parks projects in this plan, a bond of about \$44 million would be needed.

Smaller projects, such as public art projects or short trail connections, are candidates for funding through grants and/or partnerships.

The City should also enable people to directly invest in their parks, both in terms of time and money. "Friends of" groups should be started for the City's major parks, which would provide a way for residents and stakeholders to get more involved. The City should also establish a program that allows for naming rights for parks and facilities to help fund bigger projects, such as the construction of new equestrian facilities at Wills Park.

OPERATIONAL COSTS

With every improvement to the recreation and parks system, there will be an increase to the amount of time and money the Department must spend to take care of it. A general rule of thumb is to add 5 percent to the operations budget every year.

INTERNAL TO-DO LIST

The key to instituting the recommendations of the master plan is having a strong administrative process in place to support this effort.

Currently the Recreation and Parks Department does have a strong operations structure in place, and is well-staffed. Budgeting practices are also relatively strong, and facilities are very well maintained. However, staff is located at remote locations throughout the city, and the Department generally does not expand recreation opportunities by partnering a lot with the schools.

RECOMMENDATIONS

The following recommendations will help the Department implement this update to the master plan.

- Move towards consolidating most programs and administrative staff at a central facility in Wills Park
- Improve the Department's website to better serve the community and support program registration
- Establish a program that allows naming rights for parks and facilities

- Develop an umbrella Friends of Alpharetta Parks and Recreation organization with subareas dedicated to Wills Park, the Equestrian Center and the Arts and Cultural Center
- Strengthen the relationship with Fulton County Schools to allow more use of school facilities (indoor and outdoor) at reduced fees. This would help expand services without having to add as many new facilities
- Establish a comprehensive fee setting policy that dictates procedures and formulas for setting fees for facility use, recreation programs, and rentals

Follow-on Plans and Studies:

- Create a basic **marketing plan** for the Department's parks, trails, facilities, and programs
- Develop a comprehensive **security and safety plan** for all parks, trails and facilities as well as establish a site-specific **emergency action plan**
- Expand the replacement schedule in this plan into a full **capital replacement plan** that puts all basic equipment in parks maintenance, facilities operations, and program provision on a schedule

At least every five years, the Department should also complete a demographic analysis that examines age distribution, income levels, and ethnicity of the community and the surrounding market area. It is important to recognize the changing character of Alpharetta, such as the densifying downtown area and Avalon, and how this growth will impact the delivery of parks and recreation facilities and services in the future.



ALPHARETTA RECREATION AND PARKS MASTER PLAN | DECEMBER 2017

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JACOBS





City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Finance

Submitted By:

Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: APPROVAL OF FISCAL YEAR 2018 MID-YEAR BUDGET AMENDMENT AND RELATED FINANCIAL MATTERS (BOND REALLOCATION RESOLUTION)

II. RECOMMENDATION:

The purpose of this meeting is to provide an overview of the Fiscal Year 2018 Mid-Year Budget and adopt the following: (a) Budget Ordinance (1st reading); and (b) Transportation and Road Improvement Bond Reallocation Resolution.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: VARIES BY FUND. SEE MID-YEAR
BUDGET REQUESTS (ATTACHED).

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The purpose of the Fiscal Year (FY) 2018 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

Initiatives are discussed in detail within the attached Fiscal Year 2018 Mid-Year Budget Requests and include a reallocation of project funding within the Series 2016 Parks and Transportation Bond Fund. In accordance with State Law, the City is following statutory guidelines relating to the expenditure of bond funds for purposes other than stated in the public bond notice including the approval and advertisement of the attached reallocation resolution.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Mid-Year Budget Ordinance, Exhibit A to Budget Ordinance, Bond Reallocation Resolution



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO ADOPT THE MID-YEAR FISCAL 2018 BUDGET FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2018 mid-year budget to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2018 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures;

NOW, THEREFORE BE IT ORDAINED that this mid-year budget, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2018 mid-year budget for these certain funds for the fiscal year 2018; and

BE IT FURTHER ORDAINED that this mid-year budget be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

ADOPTED this _____ day of _____, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

(SEAL)

Attest:

City Clerk

First Reading: _____

Second Reading: _____



City of Alpharetta, Georgia
Fiscal Year 2018
Mid-Year Budget Request

The purpose of the Fiscal Year (FY) 2018 Mid-Year Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g. during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the City and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, utility taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g. City Administration, Recreation and Parks, etc.). That is to say, a given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission, but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e. authorized full-time equivalent staffing level) for each department. The FY 2018 Mid-Year Budget Amendment adjusts three departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2018 Mid-Year Budget Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
<u>General Fund</u>	Fiscal Year 2018		
	Current Budget Jan. 2018	Mid-Year Budget Amendment	Revised Budget Jan. 2018
Revenues by Source:			
Property Taxes	\$ 22,354,000	\$ -	\$ 22,354,000
Local Option Sales Taxes	15,200,000	-	15,200,000
Other Taxes	11,079,500	-	11,079,500
Insurance Premium Taxes	3,620,000	78,000	3,698,000
Licenses and Permits	2,722,050	-	2,722,050
Intergovernmental Revenue	435,000	-	435,000
Charges for Services	849,850	-	849,850
Recreation Program Fees	2,542,558	100,000	2,642,558
Fines and Forfeitures	2,209,250	-	2,209,250
Investment Earnings	75,000	-	75,000
Other/Miscellaneous	291,187	-	291,187
Other Financing Sources			
Transfer(s) in from Hotel/Motel Fund	2,718,750	-	2,718,750
Budgeted Fund Balance	8,860,286	-	8,860,286
Total Revenues	\$ 72,957,431	\$ 178,000	\$ 73,135,431
Expenditures by Department:			
Mayor & Council	\$ 364,488	\$ -	\$ 364,488
City Administration	2,212,696	58,000	2,270,696
Finance	3,347,009	-	3,347,009
City Attorney	665,000	-	665,000
Information Technology	1,681,857	-	1,681,857
Human Resources	415,782	-	415,782
Municipal Court	1,126,546	-	1,126,546
Public Safety	27,240,508	20,000	27,260,508
Public Works	8,377,022	-	8,377,022
Recreation & Parks	9,000,204	100,000	9,100,204
Community Development	2,857,116	-	2,857,116
subtotal	\$ 57,288,228	\$ 178,000	\$ 57,466,228
General Government:			
Non-Departmental	\$ 45,000	\$ -	\$ 45,000
Insurance Premiums	665,000	-	665,000
Gwinnett Tech Bond (P&I)	286,840	-	286,840
Transfer(s) to other Funds	14,022,363	-	14,022,363
Contingency	650,000	-	650,000
subtotal	\$ 15,669,203	\$ -	\$ 15,669,203
Total Expenditures	\$ 72,957,431	\$ 178,000	\$ 73,135,431

Fiscal Year 2018 Mid-Year Budget Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2018 Mid-Year Budget Amendment.

City Administration Department

Initiative: November 2017 Election (additional funding request)

Funding Request: \$45,000

In accordance with policies adopted by the Fulton County Board of Registration and Elections ("County"), in odd-numbered years when municipalities hold regularly scheduled general elections, and there is no countywide special election, the municipalities will pay the full election cost including a 10% administrative fee. The cost of the November 2017 election totals approximately \$125,000.

The FY 2018 adopted budget included funding of \$80,000 for the November 2017 election. This funding was based on historical expenditure trends for the last two election cycles (FY 2016 = \$63,000; FY 2014 = \$72,000). As noted above, actual costs for the November 2017 election totaled approximately \$125,000 resulting in a shortfall of \$45,000. One identified factor for the cost increase was extending early voting from 1-week (historical practice) to 3-weeks. Funding is coming through an increase in insurance premium tax collections.

Initiative: May 2018 Election

Funding Request: \$13,000

In accordance with policies adopted by the County, in even-numbered years when the County is holding a regularly scheduled Primary, Primary Runoff, General Election, and/or General Election Runoff, the County will pay the costs of conducting the election with the city's only obligation equal to an administrative fee of 10% of costs which is estimated at \$13,000 for the May 2018 election. Funding is coming through an increase in insurance premium tax collections.

Public Safety Department

Initiative: Medical Reporting Software Upgrade (implementation/licensing fees)

Funding Request: \$20,000

This request is for the purchase and implementation of ESO Medical Reporting software. Currently, the city uses the Emergency Medical Services (EMS) module of Firehouse reporting systems to document medical responses and patient care records (PCR). The company ESO has recently purchased Firehouse and offers a significantly improved version of the PCR module, called EHR (Electronic Health Record). The product is superior to our current PCR in many ways. Just to name a few, our firefighters currently have to complete reports on desktop computers at the fire station following a call. Depending on the work volume that day, it may be hours before that data is entered. This often results in mistakes or omissions due to long periods of time before reports are written. With the ESO software, the program is meant for use with a tablet and would allow our personnel to complete reports on the scene. Additionally, the ESO software is compatible with our cardiac monitors and CAD systems.

ESO also has a module which enables us to send data to the hospital so staff can see what was done for the patient prior to transport. We currently upload all of our data to the state-managed GEMSIS (Georgia Emergency Medical Information System) as per state mandate. Recently, the state has moved to the GEMSIS Elite system and mandated that all agencies had until March 31, 2018 to be operating on a system that allows patient data to be uploaded to the GEMSIS Elite website. Currently, our Firehouse EMS reporting module cannot be configured to upload patient data to GEMSIS Elite and we have been advised that it will not be. The new ESO software is

Fiscal Year 2018 Mid-Year Budget Requests

compatible with the GEMSIS Elite program and would allow us to stay compliant with the state mandate.

Year-one costs for this software upgrade total \$60,000 and include the following components: (a) \$20,000 for software licensing fees as well as implementation which will be programmed into the General Fund Public Safety Department budget; and (b) \$40,000 for ruggedized tablets (est. quantity of 10) and associated mounts (for the fire apparatus) which is being requested through the Capital Project Fund. Funding is coming through an increase in insurance premium tax collections (General Fund) and Non-Allocated (Capital Project Fund).

Recreation and Parks Department

Initiative: **Gymnastics and Instructional Sports Instructor Fees**

Funding Request: \$100,000

Funding Source: \$100,000 (recreation program fees)

This request is for additional instructor fee funding for multiple recreation programs/camps including gymnastics and instructional sports (e.g. SporTykes) and is fully funded through estimated user fees. On average, the City retains 25% of program fees and passes the remaining 75% to the instructor.

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

The FY 2018 Mid-Year Budget Amendment includes the following project reductions/additions.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2018		
	Current Budget Jan. 2018	Mid-Year Budget Amendment	Revised Budget Jan. 2018
Expenditures by Project:			
Public Works			
McGinnis Ferry Road Capacity Improvements	\$ 400,000	\$ (300,000)	\$ 100,000
Public Safety			
Medical Reporting Software Upgrade (equipment)	-	40,000	40,000
Community Development			
Office Buildout (City Hall)	-	80,000	80,000
Recreation and Parks			
Office Redesign (City Hall)	-	25,000	25,000
Wills Park Master Plan (including Equestrian Center)	-	130,000	130,000
subtotal	\$ 400,000	\$ (25,000)	\$ 375,000
Non-Departmental			
Non-Allocated	\$ 2,977,214	\$ 25,000	\$ 3,002,214
subtotal	\$ 2,977,214	\$ 25,000	\$ 3,002,214
Net Budget Adjustments	\$ 3,377,214	\$ -	\$ 3,377,214

Fiscal Year 2018 Mid-Year Budget Requests

Public Works

Initiative: McGinnis Ferry Road Capacity Improvements

Funding Reallocation: (\$300,000)

Target funding for McGinnis Ferry Road Capacity Improvements totals \$4 million and includes the following sources: T-SPLOST (\$2.4 million estimated for FY 2019); Series 2016 Parks and Transportation Bond (\$1.5 million; please refer to the Bond Fund write-up on the following pages); and the remaining \$100,000 within the Capital Project Fund.

Public Safety Department

Initiative: Medical Reporting Software Upgrade (ruggedized tablets/mounts)

Funding Request: \$40,000

This request is for the purchase and implementation of ESO Medical Reporting software. Currently, the city uses the Emergency Medical Services (EMS) module of Firehouse reporting systems to document medical responses and patient care records (PCR). The company ESO has recently purchased Firehouse and offers a significantly improved version of the PCR module, called EHR (Electronic Health Record). The product is superior to our current PCR in many ways. Just to name a few, our firefighters currently have to complete reports on desktop computers at the fire station following a call. Depending on the work volume that day, it may be hours before that data is entered. This often results in mistakes or omissions due to long periods of time before reports are written. With the ESO software, the program is meant for use with a tablet and would allow our personnel to complete reports on the scene. Additionally, the ESO software is compatible with our cardiac monitors and CAD systems.

ESO also has a module which enables us to send data to the hospital so staff can see what was done for the patient prior to transport. We currently upload all of our data to the state-managed GEMSIS (Georgia Emergency Medical Information System) as per state mandate. Recently, the state has moved to the GEMSIS Elite system and mandated that all agencies had until March 31, 2018 to be operating on a system that allows patient data to be uploaded to the GEMSIS Elite website. Currently, our Firehouse EMS reporting module cannot be configured to upload patient data to GEMSIS Elite and we have been advised that it will not be. The new ESO software is compatible with the GEMSIS Elite program and would allow us to stay compliant with the state mandate.

Year-one costs for this software upgrade total \$60,000 and include the following components: (a) \$20,000 for software licensing fees as well as implementation which will be programmed into the General Fund Public Safety Department budget; and (b) \$40,000 for ruggedized tablets (est. quantity of 10) and associated mounts (for the fire apparatus) which is being requested through the Capital Project Fund. Funding is coming through an increase in insurance premium tax collections (General Fund) and Non-Allocated (Capital Project Fund).

Community Development

Initiative: Office Buildout (City Hall)

Funding Request: \$80,000

This request is for appropriations to buildout a portion of the shell space in City Hall to accommodate three (3) Land Disturbance Inspectors currently housed at Public Works Headquarters. Having the Department's Land Disturbance Inspectors onsite will strengthen communication and service delivery capabilities. Project components include architectural design, buildout construction, furniture, and equipment.

Fiscal Year 2018 Mid-Year Budget Requests

Recreation and Parks

Initiative: Office Redesign (City Hall)

Funding Request: \$25,000

This request is for appropriations to redesign the current Special Events' office space in City Hall to accommodate the targeted consolidation of Department management staff as part of a recent reorganization. This staff consolidation will strengthen communication and service delivery capabilities. Positions currently planned to be housed within the redesigned space include the following: Recreation and Parks Director; Cultural Services Manager; Recreation Services Manager; Community Services Manager; Communication Coordinator; Cultural Services Coordinator; and Special Events staff. Project components include furniture, installation, and equipment.

Initiative: Wills Park Master Plan (including Equestrian Center)

Funding Request: \$130,000

This request is for appropriations for a Wills Park Master Plan (including the Equestrian Center) as outlined within the Alpharetta Recreation and Parks Master Plan update.

Series 2016 Parks and Transportation Bond Fund

This Fund accounts for the proceeds and associated expenditures resulting from the issuance of Series 2016 voter approved general obligation bonds which funded projects focused on alleviating traffic congestion, expanding sidewalk connectivity, improving park amenities, extending the Big Creek Greenway north to connect with Forsyth County's Greenway, and securing parkland for future passive and active park systems. The budgetary legal level of control resides at the project level. The FY 2018 Mid-Year Budget Amendment includes the following project additions/deletions.

SERIES 2016 PARKS AND TRANSPORTATION BOND FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2018		
	Current Budget Jan. 2018	Mid-Year Budget Amendment	Revised Budget Jan. 2018
Expenditures by Project:			
Public Works			
Lilly Garden Terrace Extension	\$ 1,500,000	\$ (1,500,000)	\$ -
McGinnis Ferry Road Capacity Improvements	-	1,500,000	1,500,000
Net Budget Adjustments	\$ 1,500,000	\$ -	\$ 1,500,000

Public Works

Initiative: Lilly Garden Terrace Extension

Funding Reallocation: (\$1,500,000)

This request is to remove funding for the Lilly Garden Terrace Extension project as it is no longer practical or feasible. The original cost estimate for the Lilly Garden Terrace Extension project was based on a concept design. Upon issuance of the Series 2016 Parks and Transportation Bonds, a full-design was completed that, in addition to title issues, rendered the Lilly Garden Terrace Extension project unfeasible.

Fiscal Year 2018 Mid-Year Budget Requests

Initiative: McGinnis Ferry Road Capacity Improvements

Funding: \$1,500,000

Target funding for McGinnis Ferry Road Capacity Improvements totals \$4 million and includes the following sources: T-SPLOST (\$2.4 million estimated for FY 2019); Series 2016 Parks and Transportation Bond (\$1.5 million); and the remaining \$100,000 within the Capital Project Fund.

In accordance with State Law, the City is following statutory guidelines relating to the expenditure of bond funds for purposes other than stated in the public bond notice including the approval and advertisement of a reallocation resolution.

E911 Fund

This Fund accounts for fees received from users/potential users of the City's Emergency 911 System. The fees are paid directly from wired, wireless (including prepaid cards), and voice-over-internet-protocol telecommunications providers, with expenditures occurring to maintain and run the system.

E911 FUND			
LEGAL LEVEL OF CONTROL			
		Fiscal Year 2018	
		Current Budget Jan. 2018	Mid-Year Budget Amendment
			Revised Budget Jan. 2018
Expenditures by Department:			
Public Safety		\$ 4,089,845	\$ - \$ 4,089,845
Non-Allocated		186,252	(85,000) 101,252
	subtotal	\$ 4,276,097	\$ (85,000) \$ 4,191,097
Targeted Initiatives:			
E911 Expansion		\$ 667,684	\$ 85,000 \$ 752,684
Mobile Radios Upgrade/Replacement		504,025	- 504,025
	subtotal	\$ 1,171,709	\$ 85,000 \$ 1,256,709
	Total	\$ 5,447,806	\$ - \$ 5,447,806

Public Safety Department

Initiative: E-911 Expansion (incidentals outside the construction scope)

Funding Request: \$85,000

E-911 has occurred some unexpected costs that are incidentally associated with the remodel of the E-911 Center. The costs outlined below were not figured into the original scope of work presented to Winter Construction and fall under the responsibility of the E-911 Center. Items include:

- Atlanta Communication Company (\$25,000). This cost is required by Motorola to disconnect, relocate, and reinstall the voice-processing radio equipment associated with E-911 Center.
- AT&T (\$18,500). This covers the cost to install phone activated door locking systems for 9 consoles. This will allow the lobby door and the E-911 breakroom area to be a "safe place

Fiscal Year 2018 Mid-Year Budget Requests

of refuge” for the public during closed hours. It allows doors to be unlocked without leaving the E-911 center.

- Comcast (\$13,000). This is the cost associated with an additional fiber optic communications path to the North Fulton Regional Radio system.
- Salsbury Manufacturing (\$8,300). This is the cost associated with lockers that are being installed in the E-911 break area.
- City Electric Supply (\$1,100). This cost is to cover the purchase of the electrical pole that will house the wiring from the drop cord in the ceiling to the consoles. This is being special ordered to match the E-911 consoles.
- Residual funding is being requested to cover unanticipated needs through project completion.

The costs associated with these items is high because the buildout for E-911 will be completed in two phases causing the need to schedule two different trips. There is a four-week work schedule between each phase.

Solid Waste Fund

This Fund accounts for fees received from users of the City’s solid waste program (e.g. trash, yard waste, bulky waste, and recycling programs). Services are provided on a user-fee basis and managed through a contract with a private sanitation hauler (BFI Waste Services). The budgetary legal level of control resides at the department level.

SOLID WASTE FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2018		
	Current Budget Jan. 2018	Mid-Year Budget Amendment	Revised Budget Jan. 2018
Revenue by Source:			
Charges for Services	\$ 3,296,300	\$ 313,000	\$ 3,609,300
Investment Earnings	7,706	-	7,706
Carryforward Fund Balance	433,246	-	433,246
Total	\$ 3,737,252	\$ 313,000	\$ 4,050,252
Expenditures by Department:			
Finance	\$ 3,304,006	\$ 361,000	\$ 3,665,006
Non-Allocated	433,246	(48,000)	385,246
Total	\$ 3,737,252	\$ 313,000	\$ 4,050,252

Finance

Initiative: Glass Recycling Program Fees

Funding Request: \$336,000

Funding Source: \$288,000 (user fees); \$48,000 (non-allocated)

This request is to appropriate revenues and expenditures associated with the Glass Recycling program approved in September 2017. Forecasted costs for FY 2018 (December 2017 to June

Fiscal Year 2018 Mid-Year Budget Requests

2018) total \$336,000 and are funded through a combination of user fees (\$288,000 for January through June) and non-allocated (\$48,000 for December).

Initiative: Sanitation-Hauler Fee Adjustment

Funding Request: \$25,000

Funding Source: \$25,000 (user fees)

This request is to appropriate revenues and expenditures associated with the FY 2018 fee adjustment as set forth in the contract between the City and BFI Waste Services (private sanitation hauler). Specifically, the contract calls for a rate adjustment on April 1st 2018 of the lesser of 4% or CPI (rate adjustment is on base services only and does not affect glass recycling rates). Forecasted costs for FY 2018 total \$25,000 (April to June).

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA AUTHORIZING THE EXPENDITURE OF BOND FUNDS FOR PURPOSES
OTHER THAN THAT STATED IN PUBLIC BOND NOTICE AND BROCHURES -
TRANSPORTATION AND ROAD IMPROVEMENTS

WHEREAS, on or about May 24, 2016, the qualified voters of the City authorized the issuance of the City's general obligation public improvement bonds in an amount not to exceed \$52,500,000.00, which bonds were subsequently issued on July 28, 2016 (the "Series 2016 Bonds"); and

WHEREAS, the Series 2016 Bonds included \$27,600,000.00 in general obligation public transportation and road improvement bonds, which included a number of projects (the "Transportation and Road Improvement Bonds"); and

WHEREAS, pursuant to O.C.G.A. 36-82-4.2, the Mayor and Council have not previously authorized certain amendments and transfers of Transportation and Road Improvement Bond funds;

WHEREAS, pursuant to O.C.G.A. 36-82-4.2, the Mayor and Council have determined that circumstances have changed such that expending a portion of the Transportation and Road Improvement Bond funds for the Lilly Garden Terrace Extension project is no longer practical or feasible. The original cost estimate for the Lilly Garden Terrace Extension project was based on a concept design. Upon issuance of the Transportation and Road Improvement Bonds, a full-design was completed that, in addition to title issues, rendered the Lilly Garden Terrace Extension project no longer practical or feasible.

WHEREAS, under such circumstances, O.C.G.A. 36-82-4.2 authorizes the City to expend bond funds for purposes of a nature substantially similar to these public transportation and road improvements; and

WHEREAS, the Mayor and Council have determined that the McGinnis Ferry Road Capacity Improvements project is substantially similar to the previously identified public transportation and road improvement; and

WHEREAS, the Mayor and Council have determined that the completion of this public transportation and road improvement would constitute a purpose substantially similar to the purpose stated in the public notices and brochures for the Transportation and Road Improvement Bonds;

NOW, THEREFORE, IT IS HEREBY

RESOLVED that circumstances have changed such that a portion of the Transportation and Road Improvement Bond funds are no longer necessary to fund the Lilly Garden Terrace Extension as the project is no longer practical or feasible for the reasons previously stated.

FURTHER RESOLVED that the McGinnis Ferry Road Capacity Improvements project constitutes a purpose substantially similar to the purpose stated in the public notices and brochures for the Transportation and Road Improvement Bonds.

FURTHER RESOLVED that the Mayor and Council hereby authorize the transfer of Transportation and Road Improvement Bond funds (Fund 317) as follows:

- Remove \$1,500,000.00 for Lilly Garden Terrace Extension; and
- Add \$1,500,000.00 for McGinnis Ferry Road Capacity Improvements.

SO RESOLVED this _____ day of _____, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____
Mayor

COUNCILMEMBERS

ATTEST:

City Clerk

399065



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: AUTHORIZATION TO RELEASE AN INDICATION OF INTEREST: SOLICIT POTENTIAL PUBLIC/PRIVATE PARTNERSHIP FOR DEVELOPMENT OF A PERFORMING ARTS CENTER

II. RECOMMENDATION:

Please authorize the release of an Indication of Interest to solicit potential public/private partnership in the development of a Performing Arts Center.

III. REPORT IN BRIEF:

The City of Alpharetta, with the support of the Alpharetta Convention and Visitors Bureau (ACVB), engaged the firm of Johnson Consulting to study the market and feasibility of developing a Performing Arts Center in Alpharetta. Based on this study the City is considering the establishment of a public/private partnership for the development of a Performing Arts Center.

Attached is a draft of an Indication of Interest to solicit such potential partnership.

IV. ALTERNATIVES:

V. ATTACHMENTS:

IOI 18-1002 Performing Arts Center

CITY OF ALPHARETTA
INDICATION OF INTEREST (IOI)
(THIS IS NOT AN ORDER)



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

IOI TITLE: PERFORMING ARTS CENTER INDICATION OF INTEREST

IOI #: 18-1002

IOI RESPONSE DUE DATE/TIME: MARCH 29, 2018; 2:00 PM

IOI ISSUE DATE: MARCH 1, 2018

NUMBER OF PAGES: 110

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Debora Westbrook
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT AN INDICATION OF INTEREST (IOI):

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM; FRI 8:30 AM-4:30 PM
2. IOI (INDICATION OF INTEREST) PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **FOUR** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR IOI RESPONSES

RETURN SEALED IOI TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFQ Title & Number as noted on top of this page
RFQ Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with an Indication of Interest, the authorized signer and represented firm have read, understand, and agree to information within this IOI:

FIRM/CONTRACTOR NAME: _____

FIRM/CONTRACTOR MAILING ADDRESS: _____

FIRM/CONTRACTOR PHONE NUMBER(S): _____

FIRM/CONTRACTOR FAX NUMBER(S): _____

EMAIL ADDRESS OF CONTRACTOR'S CONTACT: _____

AUTHORIZED CONTRACTOR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

CONTRACTOR FEDERAL I.D. NUMBER: _____

CONTRACTOR DUNS NUMBER: _____

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
IOI Issue Date	March 1, 2018
Deadline for Receipt of Written Questions	March 16, 2018; 4:00 PM
Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta	
Deadline for Posting of Written Answers to City Website	March 22, 2018; 4:00 PM
Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to the City's intent will be posted by written addendum	
IOI Response Due Date/Time	March 29, 2018; 2:00 PM
Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration.	

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

PROJECT OVERVIEW

The City of Alpharetta (the "City"), with the support of the Alpharetta Convention and Visitors Bureau, engaged the firm of Johnson Consulting to study the market and economic feasibility of developing a Performing Arts Center in Alpharetta. Based on the results of this study, the City is considering the establishment of a public/private partnership for the purpose of developing, owning and operating a Performing Arts Center (the "Project") in Alpharetta.

The City is distributing this Indication of Interest notice to all interested parties. Minimum criteria that must be satisfied by the potential Private Sector Partner are as follows:

- Land of sufficient size to accommodate the development of the Project together with sufficient parking.
- The ability to begin construction within 18 months.
- City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Property Owner's Authorization (See Appendix C): demonstrating legal ownership or Authorized Agent for subject property.

Offerors are encouraged to identify unique characteristics of their proposal that will enhance the success of this endeavor. An offeror may identify any additional considerations, terms, and/or conditions not specifically contemplated by the IOI that the Offeror believes should be considered as part of the Project Overview, so long as such additional considerations, terms, and/or conditions are clearly and conspicuously set forth in a clearly labeled section entitled, "Additional Considerations, Terms, and/or Conditions."

For review by those interested in this project and included in Appendix D of this document is the Alpharetta Theater Feasibility Study dated October 2015. Appendix E has the Review and Update of Prior PAC Report dated November 2, 2016. Both documents have also been made available separately and posted to the project's webpage at <https://www.ebidexchange.com/alpharetta>

SECTION 1: IOI INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	<u>Debora Westbrook</u>
Address:	City of Alpharetta Finance Department Budget & Procurement Team 2 Park Plaza Alpharetta, GA 30009
Telephone Number:	<u>678-297-6052</u>
Fax Number:	<u>678-297-6093</u>
E-mail Address:	<u>purchasing@alpharetta.ga.us</u>

1.1 Required Review

1.1.1 Review IOI: Offerors should carefully review this IOI in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this IOI.

1.1.2 Addenda: The City may revise this IOI by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the IOI at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the IOI documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their IOI.
- Failure to submit IOI in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.3 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this IOI must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, March 16, 2018**.
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

1.1.4 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, March 22, 2018**.
- Any material changes to the IOI, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their IOI (see Section 1.1.2).
- Any other form of interpretation, correction, or change to this IOI will not be binding upon the City.

1.2 (section not used)

1.3 Submitting a Sealed Indication of Interest (IOI)

1.3.1 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any IOIs that do not follow this IOI format, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this IOI by completing the required standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this IOI, Offerors agree to enter into negotiations and execute a contract. Contract execution will take place only upon contract award by the City Council.

1.3.4 Offeror's Signature:

- The first page of this IOI and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the IOI and must be submitted with the response.
- The Offeror's signature on an IOI in response to this request represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an IOI, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this IOI; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the IOI must be furnished upon request.

1.3.5 Organization of Indications of Interest: Each IOI must be organized in the order set forth in Section 3 of this IOI. Paper Original and Copy sections shall have tabs separating each section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late IOI: Regardless of cause, late IOIs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late IOIs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

IOI Withdrawal: An Offeror who has submitted an IOI early and then requests to withdraw their IOI prior to the IOI due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an IOI after the IOI due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

IOI Correction: If an error is discovered prior to the IOI due date and time, the Offeror may submit a corrected IOI. The corrected IOI should be clearly marked that it replaces the IOI originally submitted.

If an obvious clerical error is discovered after the IOI due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of IOI due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened IOIs for reasons other than obvious clerical errors are not permitted.

1.4 Cost of Preparing an IOI

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this IOI and any subsequent presentations of the IOI as requested by the City are entirely

the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their IOI.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this IOI become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this IOI process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this IOI can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an IOI without first entering vendor registration, but online registration is required of an awarded contractor.

SECTION 2: IOI RECEIPT AND EVALUATION PROCESS

2.0 Authority

This IOI is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of IOIs and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed Indication of Interests, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the IOIs be considered open record until after council award. All information received in response to this IOI, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and

5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of IOIs: Upon opening the sealed IOIs received in response to this IOI, the Procurement Agent in charge of the solicitation will review the IOIs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the IOI;
- IOI does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each IOI containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.2 Classification and Evaluation of IOIs

2.2.1 Initial Classification of IOIs as Responsive or Nonresponsive: All IOIs will initially be classified as either "responsive" or "nonresponsive".

1. IOIs may be found nonresponsive any time during the evaluation process if:
 - any of the required information is not provided; or
 - the IOI is not within the plans and specifications described and required in the IOI.
 - IOIs found nonresponsive will not be considered further.
2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of IOIs: The Evaluation Committee will evaluate the remaining IOIs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive IOIs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

2.2.3 Completeness of IOIs: Selection and award will be based on the Offeror's IOI and other items outlined in this IOI. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal IOI or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.2.4 Opportunity for Interview: After receipt of all IOIs and prior to the determination of the award (or addition to Approved list for subsequent process), the City may invite Offerors to an interview to clarify their IOI response or to further define the IOI. Offerors should be prepared to send qualified

personnel to the City to discuss technical and contractual aspects of the IOI. Interviews, if requested, shall be at the Offeror's expense.

2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the IOI process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent ITB/RFP, negotiations, or interviews for the good/service detailed herein. Contract award, if any, will be made through the process to the successful Bidder(s)/Offeror(s) who provides all required documents and successfully completes the contract negotiation process.

IOI's may not result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process followed.

2.3 City's Rights Reserved

While the City has every intention to continue on to an eventual contract award, issuance of the IOI in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this IOI which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: INDICATION OF INTEREST (IOI)

3.0 Organization of IOI

Each IOI must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each IOI and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed IOI package.

Sealed IOI envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - IOI #,
 - IOI Title, and
 - IOI Response (IOI) Due Date/Time.
1. **Cover Page** – Offeror's authorized official to complete, sign, and return with IOI response;
 2. **Section 3, Indication of Interests** – include all requested documents, information, exceptions, clarifications, etc.
 3. **Appendix A, Disclosure Form and Certificate of Non-Collusion** – Complete, sign, and return with

IOI response;

4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information
5. **Addenda Acknowledgement**– (ONLY if applicable) Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with IOI acknowledging receipt and adherence to any changes in the IOI.
6. **Appendix C, Property Owner's Authorization** – complete and return with all information requested and all signatures in place.

3.1 IOI Copies Required; Deadline for Receipt:

1. Each IOI must be received in sealed, opaque packaging.
2. IOIs must be at the location noted below prior to the IOI Response (IOI) Due Date/Time **2:00 PM (EDT)**, on **March 29, 2018**. Each IOI response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

3. Faxed or e-mailed responses to the IOI are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of IOI copies to the address set forth on the Cover Page:
 - A. **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - B. **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - C. **One (1) CD-ROM or Flash Drive copies.**
 - a. Mark all CD's or Flash Drives with Offeror's name and IOI name and number.
 - b. All digital files must be in either:
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's IOI may be considered incomplete.
 - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

3.2 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

In determining the capabilities of an Offeror, the following informational requirements must be met.

Note: Each item must be thoroughly addressed. Offerors taking exception to any requirement listed in this section may be removed from consideration.

3.3 Experience and Qualification Requirements

The Offeror should:

1. Prove to the satisfaction of the City that the Offeror has the skill and experience and the necessary facilities and ample financial resources to perform any resulting contractual agreement(s) in a

satisfactory manner and within the required time. If the available evidence of competency of any Offeror is not satisfactory, the proposal of such Offeror may be rejected. The successful Offeror is required to comply with and abide by all applicable federal and state laws in effect at the time any contract is awarded.

2. Demonstrate previous experience in developing pedestrian focused projects.
3. Provide the detailed proposed steps and time frames necessary for the completion of the project.
4. Demonstrate their financial stability to provide the minimum commitments (and any additional commitments made by Offeror) by providing financial statements, preferably audited, for two (2) consecutive years immediately preceding the issuance of the IOI.

3.4 Disclosure Form and Certificate of Non-Collusion

By submitting an indication of interest, the Offeror represents and warrants that such interest is genuine and not sham or collusive or made in behalf of any person not therein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from responding and that the Offeror has not in any manner sought by collusion to secure to that Offeror any advantage over any other Offeror.

See Appendix A for City of Alpharetta Disclosure Form and Certificate of Non-Collusion. This form must be completed in its entirety, signed by the firm's authorized signer, and returned with your response in order for the response to be eligible for consideration.

SECTION 4: EVALUATION CRITERIA

4.0 Evaluation Criteria

All IOIs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the IOI package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive IOIs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining IOIs and determine a ranking based on the information provided in response to *Project Overview* and *Section 3* requirements of this IOI. In ranking, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified IOI responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any IOI that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP process; invite Offerors to an interview to clarify their IOI response or to further define the IOI; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

SECTION 5: TERMS AND CONDITIONS

Contract Terms and Conditions refer to the outcome but an IOI does not necessarily result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process.

The City's standard terms and conditions, which will be incorporated into the Contract, will be fully set forth during negotiations. The sections offered below are relevant to required information within the IOI process. Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this IOI or add unnecessary cost. Such notification must be made by the deadline for receipt of written questions or with the Offeror's IOI. Any requests for material, substantive, important exceptions to the Terms and Conditions received by the deadline for receipt of written questions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

5.1 Additional Contract Provisions and Terms

This IOI, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the awarded Offeror's IOI, including any amendments thereto, a best and final offer, any clarification question responses, and any negotiations may be included in the resulting contractual agreement (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

5.2 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/IOI submission.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

5.3 Compliance with Laws

The Contractor shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

5.4 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

5.5 Contract Termination

The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this IOI.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original IOI package. It is not required to include forms in IOI Copies.

- Forms Required to be Returned With Every IOI Submitted:
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Forms that may be required at a later date based on the executing of any resulting agreement and available to City for review upon request. Form copies have not been included in this IOI:
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

DRAFT

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, IOI, or IOIC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, IOI, or IOIC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Indication of Interest (also known as IOI, Expression of Interest, EOI): A formal statement by an organization, company, or investor stating their intention to become involved in a particular opportunity, investment, project, or job. Typically an IOI is a multi-staged process.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Indications of Interests.

Procurement Officer: Finance Director or his/her designee.

Project: the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, IOI, or IOIC and the Contract Documents and as generally described in the title to this ITB, RFP, IOI, or IOIC.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called IOI, Request for Qualified Contractors, or IOIC): The Formal Request for Qualifications is a prequalification process used to obtain Indications of Interests from contractors prior to issuing the solicitation. An IOI is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Indication of Interests (also called IOI): Response to an IOIC which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, IOI, or IOIC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX C: PROPERTY OWNER AUTHORIZATION**Property Owner Information**

Owner Name: _____ Telephone: _____

Mailing Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

Subject Property Information for this Authorization in Response to IOI #17-1008

Property Address/ Situs Address _____

Property Parcel ID #: _____ Property Land Acres _____

City: _____ State: _____

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified above.

So Sworn and Attested:

Owner Signature _____ Date: _____

Notary:

Notary Signature: _____ Date: _____

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as my Authorized Agent in connection with an offer made in response to this Indication of Interest.

Identify Authorized Agent:

Authorized Agent Name: _____ Telephone: _____

Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature _____ Date: _____

Notary:

Notary Signature: _____ Date: _____

APPENDIX D: ALPHARETTA THEATER FEASIBILITY STUDY

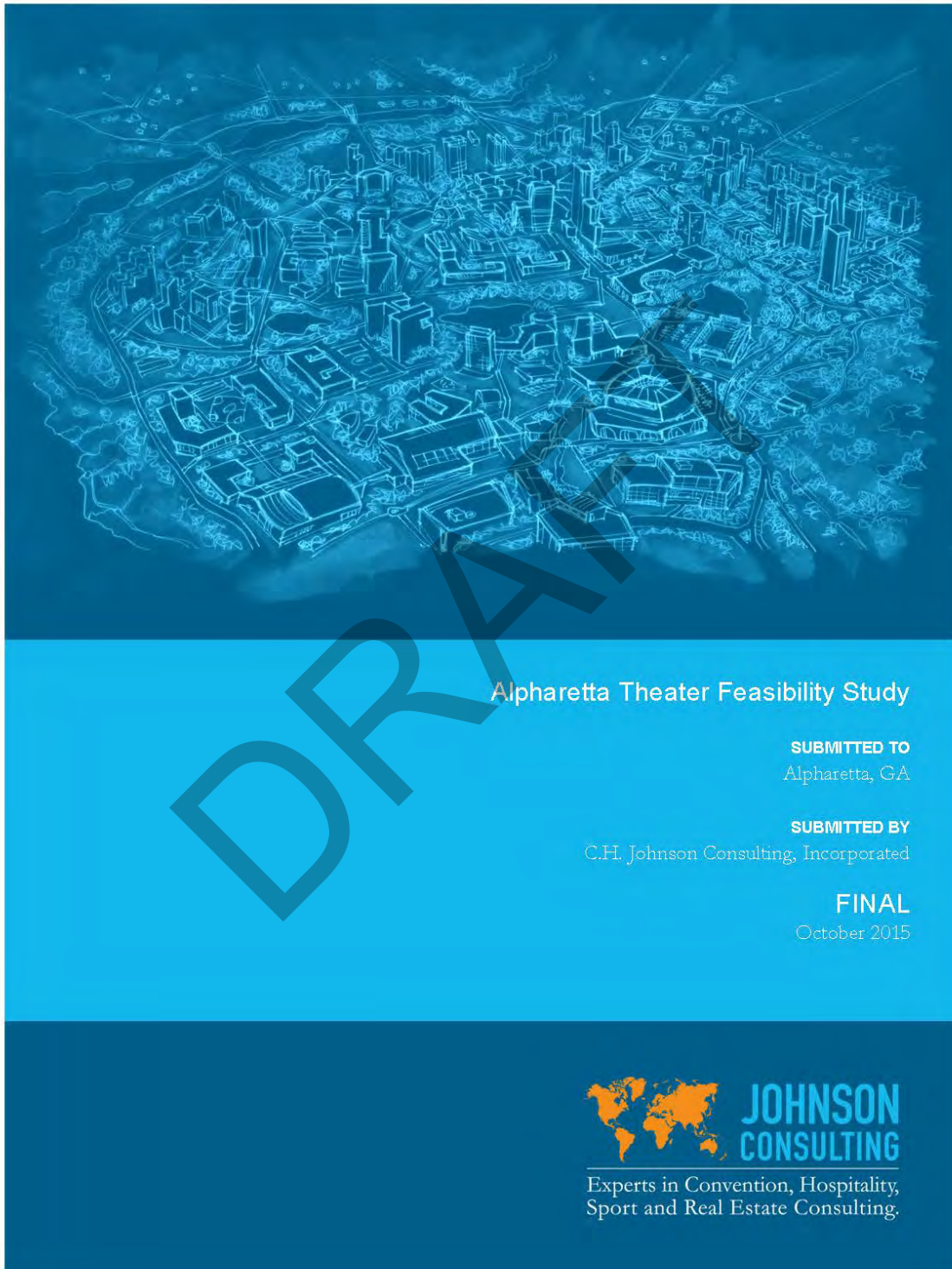




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SECTION 1
LETTER

DRAFT



October 12, 2015

Mr. Robert Regus
City of Alpharetta – City Manager
2 Park Plaza
Alpharetta, Georgia 30009

Re: Market Feasibility Study and Projections – Proposed Performing Arts Center

Dear Mr. Regus:

C.H. Johnson Consulting, Inc. (Johnson Consulting), in association with David Hyslop, is pleased to submit this report to the City of Alpharetta regarding the feasibility study for a potential small to mid-sized new Performing Arts Center as part of the City Center developments. Pursuant to our engagement, this report provides an analysis of the economic and demographic characteristics of the City of Alpharetta and Fulton County, as well as the broader region; identifies and analyzes key characteristics of regional and comparable venues; summarizes key observations from interviews with stakeholders, promoters, and potential users; and provides preliminary facility programming and recommendations. Also included in this report are demand and financial projections; and development, funding, and operating strategies.

Johnson Consulting has no responsibility to update this report for events and circumstances occurring after the date of this report. The findings presented herein reflect analyses of primary and secondary sources of information. Johnson Consulting used sources deemed to be reliable, but cannot guarantee their accuracy. Moreover, some of the estimates and analyses presented in this study are based on trends and assumptions, which can result in differences between the projected results and the actual results. Because events and circumstances frequently do not occur as expected, those differences may be material. This report is intended for the clients' internal use and cannot be used for project underwriting purposes without Johnson Consulting's written consent.

We have enjoyed serving you on this engagement and look forward to providing you with continuing service.

Sincerely,

C.H. Johnson Consulting, Inc.

C.H. Johnson Consulting, Inc.



SECTION 2

INTRODUCTION & EXECUTIVE SUMMARY

DRAFT



INTRODUCTION

Johnson Consulting was retained by the City of Alpharetta to assess the merits of developing a Performing Arts Center (PAC) as part of the City Center development, a public/private partnership project that will provide a mixed-use development that will serve as the main street of the City. The PAC is intended to achieve a variety of objectives including providing residents with cultural arts and entertainment programming and serve as a means to continually attract visitors to the City Center.

OBJECTIVES

In order to assess the opportunity for a new PAC in Alpharetta, Johnson Consulting has prepared a study that addresses the following questions:

1. **Market and Industry Potential:** What is the overall potential of the proposed facility? Which existing and proposed venues will the facility compete with, or complement? Who will utilize the facility and what are their needs, desires, and expectations?
2. **Program Considerations:** What size should the facility be? What physical attributes should the facility have? What is the facility's optimal configuration to capitalize on market trends and ensure flexible use of space? How many parking spaces are required to support the recommended program of spaces?
3. **Operations:** How will the facility operate from a demand and financial perspective, as well as from a management and business-planning standpoint?

METHODOLOGY

In order to complete the analysis required for this project, Johnson Consulting performed the following tasks:

1. Interviewed and surveyed various Client representatives, event facility operators and managers, other relevant stakeholders and show and venue promoters, in order to gather information about expectations for the proposed project.
2. Examined and projected regional economic and demographic trends that may influence demand for the proposed venue.
3. Identified and examined relevant regional and national comparable facilities.
4. Developed broad recommendations regarding the optimum size of the proposed PAC.
5. Developed projections of future demand for the proposed venue, in terms of annual events and attendance. Johnson Consulting is also utilizing proven local, regional, and national formulas to forecast revenue and expense models.



6. Investigating the various options for the management and operation of the facility as well as size and cost requirements.

EXECUTIVE SUMMARY

The City of Alpharetta has many key characteristics and requirements necessary to support a theater. Among the most important characteristics observed are a significant median household income, highest population growth, highest educational attainment and the lowest unemployment rate in comparison to other defined study geographies, as well as other cities in the state. Although these factors will not be a guarantee for the theaters success, they are a key part of important ingredients to be considered. The City's strategic location within the region and its relatively short commute time to downtown Atlanta has its own indispensable role in expanding more market demand for the theater. Alpharetta also benefits by the role it plays in serving the communities to its North, which should be a significant user base for the venue.

Strong corporate participation in supporting these types of venues is also critical in a variety of ways. The corporate base is key for fundraising and sponsorship opportunities as well as serving as a potential user base for the venue, primarily during the week and during the day, when theaters are typically under utilized. Corporations use these venues for product launches, media events, general sessions and a variety of other events. This also highlights the synergy that should exist between the theater and the planned hotel and conference center at the Avalon development. A large number of the event types that will use the new conference center will desire to have a space where they can host their general session or buy out a performance as an activity for their attendees to participate in.

Review of the market place in Alpharetta and in the broader metro area of Atlanta reveals that the touring Broadway market in Atlanta is primarily served by the 4,678-seat Fox Theater that hosts Broadway in Atlanta with a variety of shows ranging from national tours to seasonal options. The other major source of musical productions in the Atlanta market is the Atlanta Lyric Theater, which is currently at the Jennie T. Anderson Theater at the Cobb Civic Center. Given the presence of these two organizations in the market the demand for this type of programming is largely satisfied by these two sources, among others, and would be transfer demand rather than utilization by pent up demand. It would be a nice amenity for the Alpharetta venue to have a fly loft to preserve its versatility in the events it can host and would be used, however, it is not an essential requirement if budget factors are an issue. The Alpharetta venue would primarily host other categories of live entertainment events and corporate events without a fly loft. Essentially the nomenclature of a performing arts center and a theater are interchangeable in this report, but a live entertainment, music driven theater is the identified market opportunity for the venue in Alpharetta.

Currently, there are three primary venues that a theater in Alpharetta will compete with for acts and programming, but not necessarily audience base, and they include the under construction Sandy Springs PAC, Buckhead Theater, and the Center Stage Theater. The newly developed Sandy Springs PAC is one of the closest venues of similar size and demand orientation to the Alpharetta Theater, so there will be some overlap



between the potential audience base. The Buckhead Theater and Center Stage are both further away so there will be less overlap in target audience, but both theaters are well established in the region, so acts will tend to gravitate to these venues first.

There is capacity in the market for a new facility. A new facility of the size category under consideration would only expand the supply in the market by 1 percent, which can be absorbed quickly and will have tremendous positive impacts for the Alpharetta Theater project. In spite of risks associated with the project and similar demand characteristics as the other competitive facilities, recruiting top-tier management, talent buyers and understanding what programming the user base wants will largely mitigate these challenges. The proposed facility will also provide a year round entertainment option for the resident base, which are currently only served by outdoor venues, provide a formalized destination for people coming from outside the city, and serve as an anchor attraction for the growing downtown area.

Johnson Consulting has identified a number of national comparable PACs that provide insight into how the facilities were developed and how well they continue to operate. The facilities include the Buckhead Theater, Atlanta, Georgia; Ames Center, Burnsville, Minnesota; the Lucas Theater, Savannah, Georgia; and the Meydenbauer Center, Tacoma, WA. Each of these facilities have been able to generate positive goodwill within their region, which results in significant benefits for both local and regional communities, as well as leveraging their market strengths. Although there is variation in size, role and orientation each of these facilities play in their communities, most are greatly grounded in their mission to encourage and sustain arts and culture as part of their economic development objectives. They have also demonstrated how they can support and grow the local arts community, while providing a valuable asset towards their community.

Based on the analyses, there are two demand strategies for a theater in Alpharetta:

Preferred Scenario

- Serve between 750 to 1,000 people. The 750 seat number is recommended since there are strategies that can be used to get closer to the 1,000 people capacity figure, such as having several rows of seats at the front of the venue be removable for additional standing room capacity.
- Find a qualified promoter, talent buyer, or organization that can manage and program the venue with promoted events that are of interest to the service area of the venue. This is essential to the success of the venue since Alpharetta is not in the music business, it does not have the relationships or the "Black Book" to be able to secure the quality of talent that is needed to make the venue successful.
- Have a small amount of classroom/ practice space to support community uses

Or

**Alternate Scenario**

- Find an anchor tenant that can either provide a resource base to support both operations and debt service. This will be key if a top facility operator/talent buyer can't be recruited and will have negative implications on the revenue profile of the venue.

To help facilitate in the decision making process between the two different size options, we have developed operating projections for both options for a theater facility in Alpharetta: a 750-seat PAC with a fully equipped theater; and a 1,000-seat venue with moderately equipped theater. Both options utilize the following assumptions:

- Only have one theater with fixed seats for the capacity listed.
- Does not assume the concept of scaling up capacity with removable seats.
- Does not have a black box.
- There will have a limited amount of classroom/practice space (2,000 square feet or less).
- The projections assume the preferred scenario described above is achieved.

Table 2-1 summarizes the projected demand, attendance, and operating revenue and expenses of both options.

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Performing Arts Center Market Feasibility Study – Alpharetta, Georgia

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Table 2-1

Alpharetta, Georgia Performing Arts Center Program Recommendations and Operating Projections				
Program and Budget	750-seat Option w/ Fully Equipped Theater		1,000-seat Option w/ Moderately Equipped Theater	
Theater	23,710 GSF @ \$500/ GSF		31,610 GSF @ \$425/ GSF	
Support Area	14,230 GSF @ \$220/ GSF		18,970 GSF @ \$220/ GSF	
Total	37,940 GSF		50,580 GSF	
Total Development Budget	\$19.5 Million		\$22.9 Million	
Demand Projections	Year 1	Year 5*	Year 1	Year 5
Commercial Entertainment Events				
Elaborate Entertainment Productions	4	8	1	3
Simple(r) Entertainment Events	25	45	35	55
Subtotal	29	53	36	58
Non-Entertainment Events				
Corporate Events	20	40	25	45
Community Events and Others	11	15	11	15
Subtotal	31	55	36	60
Total	60	108	72	118
Attendance Projections	Year 1	Year 5	Year 1	Year 5
Commercial Entertainment Events				
Elaborate Entertainment Productions	20,400	45,600	6,800	22,800
Simple(r) Entertainment Events	47,813	96,188	89,250	156,750
Subtotal	68,213	141,788	96,050	179,550
Non-Entertainment Events				
Corporate Events	12,750	28,500	21,250	42,750
Community Events and Others	4,400	7,500	4,400	7,500
Subtotal	17,150	36,000	25,650	50,250
Total	85,363	177,788	121,700	229,800
Financial Projections	Year 1	Year 5	Year 1	Year 5
Operating Revenue	\$941	\$1,937	\$1,036	\$2,013
Operating Expenses	\$1,427	\$2,123	\$1,516	\$2,181
Net Operating Income (Deficit)	(\$486)	(\$186)	(\$480)	(\$167)

*Year 5 is when the facility first reaches stabilized operation.

Source: Johnson Consulting

Section 6 of this report provides detailed assumptions for both scenarios.



SECTION 3

ECONOMIC & DEMOGRAPHIC ANALYSIS

DRAFT



MARKET ANALYSIS

In order to analyze the market opportunity for a Performing Arts Center or theater in Alpharetta, Georgia, Johnson Consulting undertook a comprehensive review of market conditions in Alpharetta and Fulton County, relative to the broader metropolitan area, as well as state and national averages. The key objectives of this analysis were to identify structural factors, strengths and weaknesses that may affect the market's ongoing competitive opportunities and liabilities, and to gauge the level of support that exists for a new facility.

While characteristics such as population, employment and income are not strict predictors of the performance of theaters and performing arts centers, they provide insight into the capacity of a market to provide ongoing support for facilities and activities. In addition, the size and role of a marketplace, its civic leadership, proximity to other metropolitan areas, transportation concentrations, and the location of competing and/ or complementary attractions, directly influence the scale and quality of facilities that can be supported within that particular market. For the purpose of this study, the project will be referenced as a theater. A theater can support many of the same functions as a performing arts center but does not have the same level of technical requirements or cost.

MARKET OVERVIEW

Incorporated in 1857, Alpharetta is one of the wealthiest cities in Fulton County, with greater than average household income. It is also located 27 miles (a 40-minute drive) to the north of Atlanta and in North Fulton County. Additionally, the City of Alpharetta is situated 20 miles (a 35-minute drive) from Marietta, Georgia; 230 miles (a 4-hour drive) from Charlotte, NC and 240 miles (a 4-hour drive) from Nashville, Tennessee.

On January 2013, the City of Alpharetta developed a master plan, which is going to foster greater connectivity between downtown, area businesses and attractions and surrounding neighborhoods, while encouraging economic sustainability. The City Center development project has infused \$45 million in investment to redevelop 25 acres in the heart of the new downtown area. The plan also includes four future private investment blocks to be developed by Mid-City Real Estate. The following figures highlight the master plan of the City Center of Alpharetta.

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Figure 3-1



The Alpharetta Theater is in close proximity of the City Center, the location of City Hall, Library, Town Green and planned office development. The Town Green will be the focal point of the downtown historic district and forge a connection to the east side of Main Street. The following map highlights the Alpharetta Theater's location.

Figure 2



6 East Monroe Street | Fifth Floor | Chicago, Illinois 60603 | Phone: 312.447.2010 | Fax: 312.444.1125

www.chjc.com | cjohnson@chjc.com



POPULATION

The 2015 resident population of Alpharetta is estimated to be 61,000 persons, representing 6 percent and 1 percent of the population of Fulton County and the Atlanta MSA. Between 2000 and 2015, the population of the City increased at an average annual rate of 2.2 percent, which was faster than the rates across the U.S. (0.8 percent), the MSA (1.7 percent per annum) and Georgia (1.4 percent) and Fulton County (1.2 percent).

Table 3-1

Population - Alpharetta ('000s) (2000-2020)					
	Alpharetta	Fulton County	Atlanta-Sandy Springs-Roswell MSA	Georgia	U.S.
2000	44	816	4,263	8,186	281,422
2010	58	921	5,287	9,688	308,746
2015	61	969	5,527	10,044	318,536
CAGR** (2000-2015)	2.2%	1.2%	1.7%	1.4%	0.8%
2020 (Projected)	66	1,032	5,853	10,506	330,623
CAGR** (2015-2020)	1.4%	1.3%	1.2%	0.9%	0.7%

** Compounded Annual Growth Rate
Source: Esri ArcGIS BAO, Johnson Consulting

Going forward, the population of Alpharetta is expected to further increase, at a slower average annual rate of 1.4 percent between 2015 and 2020, reaching 66,000 persons in 2020. This rate of growth is generally consistent with that forecasted throughout the Atlanta MSA (1.2 percent per annum) and the County (1.3 percent per annum) and higher than the forecast rates of population growth across the State (0.9 percent) and the U.S. (0.7 percent).

AGE CHARACTERISTICS

The age characteristics of Alpharetta are generally consistent with those of Fulton County and the Atlanta MSA. Alpharetta comprises a slightly larger proportion of residents aged between 20 and 54 (51 percent) than the MSA (49.9 percent), State (48.4 percent), and nation (46.7 percent). The City has the highest proportion of children and teenagers aged 19 and under, accounting for 29 percent of the City's population, compared to 26.1 percent of the population of the County, 27.9 percent of the MSA, 27.3 percent of the State, and 25.8 percent of the U.S. This is very positive for the market, and youth programming and an art school at any PAC for the project will be important.

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Table 3-2

Age Distribution - Alpharetta (2015)										
Age Group (Years)	Alpharetta		Fulton County		Atlanta-Sandy Springs-Marietta MSA		Georgia		U.S.	
	No.	%	No.	%	No.	%	No.	%	No.	%
0-4	3,744	6.1%	82,040	6.4%	375,852	6.8%	682,932	6.6%	20,087,795	6.3%
5-14	9,594	15.5%	125,049	12.9%	790,394	14.3%	1,398,175	13.9%	41,409,737	13.0%
15-19	4,542	7.4%	65,918	6.8%	375,852	6.8%	683,021	6.8%	20,704,869	6.5%
20-24	3,621	5.9%	75,611	7.8%	386,906	7.0%	733,243	7.3%	22,934,624	7.2%
25-34	7,488	12.2%	153,161	15.8%	779,339	14.1%	1,398,175	13.9%	43,002,419	13.5%
35-44	9,452	15.4%	141,529	14.6%	785,921	14.4%	1,345,952	13.4%	40,135,591	12.6%
45-54	10,741	17.5%	132,804	13.7%	795,921	14.4%	1,386,130	13.8%	42,683,883	13.4%
55-64	7,243	11.8%	107,801	11.1%	635,631	11.5%	1,205,331	12.0%	40,772,884	12.8%
65-74	5,190	8.2%	64,948	6.7%	381,379	6.9%	773,420	7.7%	27,364,134	8.6%
75-84	1,269	2.1%	28,112	2.9%	154,762	2.8%	331,466	3.3%	13,697,067	4.3%
85+	491	0.8%	12,602	1.3%	55,272	1.0%	130,577	1.3%	6,052,192	1.9%
TOTAL	61,379		969,375		5,527,230		10,044,421		318,536,439	

Source: Esri ArcGIS BAO, Johnson Consulting

Source: Esri ArcGIS BAO, Johnson Consulting

MEDIAN AGE

The 2015 median age of Alpharetta's residents is 37 years, which is older than the populations of Atlanta MSA (35.9 years), Fulton County (35.2 years), Georgia (36.2 years), the State (36.2 years), but slightly younger than the national averages (37.9 years). Between 2010 and 2015, the median age in the City increased by 1.4 percent, which was generally lower than the rate of increase observed in Fulton County (2.6 percent), Atlanta MSA (2.9 percent), Georgia (2.5 percent) and the U.S. (2.2 percent). The following table shows median age trends within Alpharetta, Fulton County, the Atlanta MSA, Georgia and the U.S.

Going forward, the median age of residents of Alpharetta is expected to increase to 38.2 years in 2020. This represents a 3.2 percent increase over 2015, which is the highest increase in comparison to the rates of growth forecast in the County (1.7 percent) and MSA (1.4 percent), the State (1.9 percent), and the U.S. (1.8 percent).

Table 3-3

Median Age - Alpharetta (2010-2020)					
	Alpharetta	Fulton County	Atlanta-Sandy Springs-Roswell MSA	Georgia	U.S.
2010	36.5	34.3	34.9	35.5	37.1
2015	37.0	35.2	35.9	36.2	37.9
Growth (2010-2015)	1.4%	2.6%	2.9%	2.0%	2.2%
2020 (Projected)	38.2	35.8	36.4	36.9	38.6
Growth (2015-2020)	3.2%	1.7%	1.4%	1.9%	1.8%

Source: Esri ArcGIS BAO, Johnson Consulting



EDUCATIONAL ATTAINMENT

Residents of Alpharetta are very well educated compared to the County, MSA, State, and the U.S. as a whole. Of the City's population aged 25 years and older, more than half (62.6 percent) hold a Bachelor's degree or higher, compared to 35.6 percent for the County, 35.6 percent for the MSA, 28.6 percent for the State, and 30 percent for the U.S. Educational attainment is one of the key factors commonly associated with successful arts projects since better educated people are more likely to be involved in arts and entertainment related activities.

Table 3-4

Educational Attainment - Alpharetta ('000s) (2015)										
	Alpharetta		Fulton County		Atlanta-Sandy Springs-Roswell MSA		Georgia		U.S.	
	No.	%	No.	%	No.	%	No.	%	No.	%
Less than High School	181	3.2%	26	3.4%	459	11.4%	804	14.2%	28,252	13.2%
High School Graduate	606	10.7%	42	5.5%	833	20.7%	1,325	23.4%	50,510	23.6%
GED/ Alternative Credential	51	0.9%	119	15.6%	153	3.8%	283	5.0%	8,775	4.1%
Some College, No Degree	900	15.9%	18	2.3%	842	20.9%	1,200	21.2%	44,946	21.0%
Associates Degree	379	6.7%	139	18.2%	310	7.7%	430	7.6%	17,550	8.2%
Bachelor's Degree	2,197	38.8%	46	6.0%	910	22.6%	1,008	17.8%	39,809	18.6%
Graduate/ Professional Degree	1,348	23.8%	226	29.6%	523	13.0%	612	10.8%	24,399	11.4%
TOTAL	5,662,452		762,774		4,026,327		5,662,452		214,026,813	
Source: Esri ArcGIS BAO, Johnson Consulting										

Source: Esri ArcGIS BAO, Johnson Consulting

EMPLOYMENT

In 2013, the predominant industry of employment in the Atlanta MSA was Service-providing businesses (18.1 percent of employed residents aged 16 years and older), followed by professional and business services (12.5 percent) and financial activities (5.75 percent). During the same period, the largest increases were recorded in education and health services, followed by leisure and hospitality industry and manufacturing. The following table provides a breakdown of employment by sector in Alpharetta.

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Table 3-5

Non-Farm Employment by Industry - Atlanta MSA (2012-2013)			
	2012	2013	Growth Rate 2012-2013
Construction	11,204	11,235	0.3%
% of Total	4.257%	4.12%	
Manufacturing	4,569	4,650	1.8%
% of Total	1.74%	1.71%	
Trade, Transportation, and Utilities	31,515	31,970	1.4%
% of Total	11.97%	11.72%	
Information	-	3,048	-
% of Total	0.00%	1.12%	
Service Providing	129,661	133,243	2.8%
% of Total	49.27%	48.87%	
Financial Activities	15,434	15,678	1.6%
% of Total	5.86%	5.75%	
Professional and Business Services	33,342	34,047	2.1%
% of Total	12.67%	12.49%	
Education and Health Services	14,253	14,959	5.0%
% of Total	5.42%	5.49%	
Leisure and Hospitality	12,187	12,535	2.9%
% of Total	4.63%	4.60%	
Others	11,010	11,309	2.7%
% of Total	4.18%	4.15%	
TOTAL	263,175	272,674	3.6%

Source: BLS, Johnson Consulting

UNEMPLOYMENT

The following table shows the annual unemployment rates for Alpharetta, Fulton County, Atlanta MSA, Georgia and the U.S., for the period of 2010 through, where data is available.

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Table 3-6

Unemployment Rate - Alpharetta (2010-2014)										
	Alpharetta		Fulton County		Atlanta-Sandy Springs-Roswell MSA		Georgia		U.S.	
	Rate	Change	Rate	Change	Rate	Change	Rate	Change	Rate	Change
2010	7.8%	-	10.5%	-	10.3%	-	10.5%	-	10.5%	-
2011	7.4%	(0.4)	10.2%	(0.3)	9.9%	(0.4)	10.2%	(0.3)	10.2%	(0.3)
2012	6.5%	(0.9)	9.1%	(1.1)	7.4%	(2.5)	9.2%	(1.0)	9.2%	(1.0)
2013	5.8%	(0.7)	8.2%	(0.9)	7.8%	0.4	8.2%	(1.0)	8.2%	(1.0)
2014	5.3%	(0.5)	7.2%	(1.0)	6.8%	(1.0)	7.2%	(1.0)	7.2%	(1.0)
Source: Bureau of Labor Statistics, Johnson Consulting										

Source: Bureau of Labor Statistics, Johnson Consulting

Between 2010 and 2014, unemployment rates in Alpharetta generally tracked in line with, but well below the MSA. In 2014, the unemployment rate in Alpharetta decreased to 5.3 percent, which is the lowest amongst those recorded throughout the County (7.2 percent), the MSA (6.8 percent), State (7.2 percent) and the nation (7.2 percent).

HOUSEHOLD INCOME

The 2015 the median household income in Alpharetta is estimated to be \$85,000 per annum, which is significantly higher than the median household income in the other defined study geographies.

Going forward, Alpharetta still has the highest median household income of \$101,000 per annum, representing a significant faster average annual rate of growth of 3.6 percent over 2015. This rate of growth is generally in line with those projected throughout Fulton County (3.5 percent per annum) and Georgia (3.3 percent) and higher than the State (2.8 percent) and the U.S. (2.7 percent). This bodes well for arts and entertainment activities since having significant household income translates to higher levels of disposable income for nonessential activities. The following table shows the median household income within each of the defined study geographies.

Table 3-7

Median Household Income - Alpharetta (2015-2020)('000)					
	Alpharetta	Fulton County	Atlanta-Sandy Springs - Roswell MSA	Georgia	U.S.
2015	\$85.2	\$54.8	\$56.9	\$49.2	\$53.2
2020 (Projected)	\$101.5	\$65.2	\$66.8	\$56.5	\$60.7
CAGR** (2015-2020)	3.6%	3.5%	3.3%	2.8%	2.7%

** Compounded Annual Growth Rate

Source: Esri ArcGIS BAO, Johnson Consulting



CORPORATE PRESENCE

A strong corporate and business presence can be an important factor in the success of a theater or performing arts center, particularly through potential fundraising, sponsorship opportunities, corporate use of the venue and as a quality of life differentiator when recruiting top workforce talent. Alpharetta is home to various national and internally recognized companies, such as ADP, Inc. McKesson Information Systems, and Lexis Nexis, along with a number of Fortune 500 Companies. The City of Alpharetta is a leading destination for high-tech services and retail trade, with more than 600 technology companies, as well as more than 20 million square foot office space market. The corporations listed below will be critical to the fundraising and sponsorship efforts for the new theater, in addition to being potential users.

Table 3-8

Top 25 Largest Employers - Alpharetta	
Rank	Employer
1	ADP, Inc.
2	McKesson Information Solutions
3	Lexis Nexis Risk Solutions
4	Verizon Business Network Services
5	Comcast
6	UPS Supply Chain Solutions
7	Hewlett-Packard
8	Equifax Information Services
9	E-Trade Financial
10	Charis Insurance (AIG)
11	GE Consumer Finance
12	Radiant Systems
13	Coca-Cola Refreshments
14	Ryder Truck Rental
15	Market Source, Inc.
16	ALCATEL - Lucent USA, Inc.
17	Macy's Retail Holdings
18	Verint Americas
19	Lease Plan USA
20	NDC Health Corp
21	The Clorox Sales Company
22	AMDOCS
23	Priority Payment Systems, LLC
24	Colonial Pipeline Company
25	Total System Services

Source: Grow Alpharetta, Johnson Consulting



UNIVERSITY AND COLLEGE PRESENCE

Alpharetta is home to George Perimeter College (GPC) at the Alpharetta Center, which is located in the north of Fulton County (3 miles of Alpharetta PAC), as well as a Georgia State University (GSU) campus. The GPC's Alpharetta campus enrolls more than 2,000 students as of Fall 2014.

Atlanta is an established center for higher education with more than 30 colleges and universities located throughout the City. The most prominent institutions include:

- **Georgia Institute of Technology (GT):** A public research university offering degree programs in engineering, information technology, management, science, architecture and liberal arts. GT enrolls a total of 21,400 students.
- **Georgia State University (GSU):** A public research university offering more than 250 undergraduate and graduate degree programs in policy, arts and sciences, public health, education, nursing, law and business. GSU enrolls a total of 32,000 students.
- **Emory University:** A private liberal arts and research institute that operates Emory Healthcare, which is the largest health care system in Georgia. The university enrolls over 14,500 students and offers programs in arts and science, business, law, medicine, nursing, public health, and theology.
- **Atlanta University Center:** The largest consortium of historically black colleges and universities, including Clark Atlanta University, Spelman College, Morehouse College, and the Morehouse School of Medicine.

ACCESSIBILITY

Strategically located approximately 40 minutes (drive time) to the north of Atlanta, Alpharetta is accessible by various modes of transportation and as such can draw visitors from a wide catchment area:

- **Airports:** Hartsfield-Jackson Atlanta International Airport (ATL) is located to the south of downtown Atlanta, approximately 45 minutes (drive time) from Alpharetta. ATL is continuously ranked the nation's busiest airport, recording 68,000 aircraft operations serving 6.7 million passengers in January 2014. ATL provides services to 150 domestic and 80 international destinations, and is the major hub for Delta Air Lines.

Smaller airports include the following:

- **Lee Gilmer Memorial Airport (Gainesville, GA):** located 36 miles to the proposed location of the Alpharetta PAC, it is managed by the City of Gainesville, with the capacity to accommodate aircraft up to 100,000 pounds.



- **Fly-N-S Airport (Clermont, GA):** Located 2 miles Southwest of Clermont, it is a privately owned airport and managed by Anthony D. Sosebee.
- **B Tree Farms Airport (Gillsville, GA):** Located approximately 48 miles to the the proposed location of the Alpharetta PAC and 3 miles West of Gillsville, it is owned and managed by Joys D. Pittman.
- **Transit:** The Metropolitan Atlanta Rapid Transit Authority (MARTA) is currently developing \$2.4 billion proposal to connect Alpharetta to Atlanta through Windward Parkway.
- **Road:** Alpharetta is well served by highways, with interstate Highway 85 in a northeast-southwest direction, and Alpharetta is well served by Highway 400 running through the eastern part of Alpharetta in a north-south direction.

HOTEL INVENTORY

The following table summarizes the largest hotels in the Alpharetta area (properties with 100+ rooms). As shown, the largest hotel is the 318-room Atlanta Marriott Alpharetta, which also offers the largest amount of meeting space (10,193 square feet), followed by Hilton Garden Inn Atlanta North (164 guest rooms and 3,600 square feet of meeting space). While there is a good hotel stock, there is not a lot of meeting space, so the PAC can serve as a complement to the meeting space at the hotels.

Table 3-9

Hotel	Distance from the Site	Guest Rooms	Meeting Space (Square Feet)
Atlanta Marriott Alpharetta	3	318	10,193
Hilton Garden Inn Atlanta North	5	164	3,600
Embassy Suites Atlanta - Alpharetta	2	150	3,156
Courtyard Atlanta/Alpharetta	3	148	1,285
La Quinta Inn & Suites Atlanta Alpharetta	2	131	..
Hyatt Place Atlanta - Windward Parkway	3	127	800
Hilton Garden Inn Atlanta North Point	3	125	1,815
Holiday Inn Express & Suites - Windward Park	3	124	810
Hyatt Place Atlanta - North Point Mall	3	120	1,200
Residence Inn Atlanta/ North Point Mall	3	120	800
Staybridge Suites Alpharetta - North Point	4	118	192
Homewood Suites Atlanta- Alpharetta	4	112	675
Hampton Inn Alpharetta/Roswell	4	106	1,200
Hampton Inn & Suites Alpharetta	4	103	1,375
Residence Inn Atlanta Alpharetta/ Windward	3	103	1,080
Wingate by Wyndham Alpharetta	4	84	1,000
TOTAL		2,154	28,761

Source: Relevant Facilities, Johnson Consulting



RECENT AND PLANNED DEVELOPMENTS

AVALON ALPHARETTA, GEORGIA

OVERVIEW: Developed by North American Properties, Avalon is an 86-acre mixed-use development that delivers the luxury of the modern South. Phase 1 of the development has been opened since October 30th, 2014. Total build out cost is projected to be \$600 Million for all phases. The City of Alpharetta encourages the association between Avalon with the new 21-acre mixed-use development that is being developed by Old Milton Holdings LLC, in order to create a walkable district in the City. The following figure shows graphic pictorial of the Avalon development. As of the date of this report, much more development that what is depicted below has occurred.

Figure 3-3



Source: Aerial Innovations of GA

LAND USES: The Avalon's land uses are as follows:

Phase I:

- **Retail:** There are 65 retail stores comprising 570,000 square feet, which include an all-premium seating Regal Cinemas, Banana Republic and a 48,000 square foot Whole Foods Supermarket
- **Residential:** 250 for-rent luxury apartments and 101 town homes
- **Office Space:** 108,000 square feet of loft office space

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Phase II:

- Retail: 90,000 square feet of upscale retail shops and restaurants, including Brook Brothers and Lilly Pulitzer.
- Residential: 276 luxury rental apartments over retail
- Hotel: 325-room full service hotel, which is going to be under Marriott Customizable Autograph Series
- Conference Center: 74,000 square feet of Convention Center space
- Office Space: 250,000 square feet of Class A office building over retail and 300,000 square feet freestanding Class A office building

FUNDING: Avalon will receive funding of \$24.9 Million bond from the City and is expected to bring up to 4,000 new jobs from its two Phases. The proposed hotel and conference center will cost \$100 Million, which is also going to receive contribution of \$30 Million from the City of Alpharetta through a public-private partnership program. The development is forecasted to generate \$21 million annual revenue is sales tax, \$4.5 million in property taxes and \$1.1 million in taxes, annually.

PERFORMANCE: Avalon was able to lease out 97 percent of its office space 10 weeks before its grand opening and more than 5,000 people are currently on a reserve list for the luxury rentals and town homes.

IMPLICATIONS

There are many key characteristics and requirements necessary to support a theater in the City of Alpharetta. Among these, the most important characteristics observed are a significant median household income. With household income of over \$100,000 projected in 2020 (3.6 percent growth), highest population growth, highest educational attainment and the lowest unemployment rate in comparison to other defined study geographies, as well as other cities in the state, Alpharetta, offers extraordinary demographics, and like the Conference Center, an asset like a theater is very relevant for quality of life and activity in the heart of the City.

Although these factors will not be a guarantee of success for the theater, they are a part of the important ingredients to be considered. The City's strategic location within the region and its relatively short commute time to downtown Atlanta has its own indispensable role in expanding more market demand for the PAC. Alpharetta also benefits by the role it plays in serving the communities to its North, which should be a significant user base for the venue.

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The community has a very strong corporate base. Strong corporate participation in supporting these types of venues is also critical in a variety of ways. The corporate base is key for fundraising and sponsorship opportunities as well as serving as a potential user base for the venue, primarily during the week and during the day, when theaters are typically under utilized. Corporations use these venues for product launches, media events, general sessions and a variety of other events. Projects like this also serve as a recruitment tool for corporation and top workforce talent, since arts and entertainment are two critical site selection factors. Significant synergies should exist between the theater and the planned hotel and conference center. A large number of the event types that will use the new conference center will desire to have a space where they can host their general session or buy out a performance as an activity for their attendees to participate in. In other projects there have also been instances of co-management of a cities portfolio of facilities, which could present efficiencies and cost savings from an employment and operational perspective and maximize utilization of both venues.

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SECTION 4

INDUSTRY TRENDS, INTERVIEW SUMMARY & REGIONAL FACILITY ANALYSIS

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INDUSTRY TRENDS

There has been a tremendous consolidation in the entertainment venues field, starting in 2005. Live Nation Entertainment Inc. (Live Nation), one of the world's leading live entertainment and e-commerce companies, controls bookings for approximately 70 percent of the talent available and owns or controls almost 200 venues around the country. This concentration of control has led to higher guarantees to the acts impacting the cash flow available for operation of venues, and has made it more difficult for the smaller, more regional promoters to succeed in large venues. Combine these factors with the fact that there are few artists who are able to draw enough concertgoers to fill large facilities, along with recording sales of both Pop and Classical music being down, makes independent booking of large arenas and amphitheaters harder to compete and succeed.

Based on Live Nation's 2014 annual report, total tickets sales increased by 35 percent with concerts representing 69 percent of revenue. For 2014, when compared to 2013, the company's amphitheater business in North America grew its show count and its attendance by 5.6 percent to 40 million. Ticketing revenue by Live Nation in 2014 was up 11 percent, which primarily caused by an increase in primary ticket sales and fees partially offset by higher compensation costs and increased depreciation and amortization. Additionally, operating income increased by 23 percent to \$126.9 million, with gross transaction volume of primary tickets rose 7 percent. Live Nation also reports an increase of North American Fans of 5 percent to 40,092,000, accompanied by a decrease in international fans of 14 percent, which results in a decrease in total estimated fans from 59 million to 58 million. The downside of this consolidation and strong performance is that talent prices are at an all time high. Gaming venues have also been a big factor in talent price increases. The adage that the acts get a majority of the ticket revenue, and the buildings are really in the popcorn and parking business has never been more true.

Smaller venues of 500 to 5,000 seats are an important component of the entertainment industry. As Live Nation has gained dominance in the thinner large-venue market, the regional or smaller promoter has changed format. In order to adapt and survive, many of the local promoters are turning to smaller venues (500 to 5,000 seats) as baby boomers and other attendee categories are finding entertainment events and facilities more enjoyable. Many of these promoters, both for profit and not for profit, are returning to subscription based pricing strategies such as, buy one get one free or one mega ticket, which may even include parking costs in the ticket price and access to a multi day event for one price.

Many facilities are municipally operated and are provided as a service to residents and as a way to attract out of city visitors. Universities and the private sector also build facilities. While many shows at the larger venues can do well, the product is limited by the number of acts available. The number of small venues is on the rise and the product diversification and more intimate atmosphere in a smaller venue have helped this sector of the live entertainment business grow.



The table below provides information on the average box office gross receipts for the top 10 genres of promoted entertainment based off of reported average attendance.

Table 4-1

Top 10 Genres Average Box Office Revenues (\$)			
Genre	Box Office Gross		
	200-500	501-750	751-1,000
Pop	-	\$19,367	\$26,204
Theatrical	8,730	17,239	24,112
EDM	5,670	12,303	20,126
Multi-Genre	8,211	17,523	29,441
RAP	6,261	13,816	23,509
Comedy	9,358	21,458	35,065
World	8,071	18,451	32,987
Country Music	7,418	16,864	30,412
Jazz	10,455	26,017	37,288
Tribute Acts	10,455	15,661	26,998
Average	\$8,292	\$17,870	\$28,614

Averages are based on boxoffice reports for the past 36 months and do not include any ancillary or F&B revenues

Source: Poll Star, Johnson Consulting

As the table indicates as you grow in size from one attendance category to the next, about \$10,000 is added to the next highest category. The impact is much more significant on food and beverage sales, novelties and other revenue generating opportunities that are not reflected in the above numbers. A typical rule of thumb in the entertainment industry is that venues smaller than 500 seats have a very hard time being profitable since there simply are not enough people, so both acts and venues typically prefer a larger venue so they can earn the maximum amount of revenue.

TOURING BROADWAY TRENDS AND IMPACTS

According to the Broadway League, Broadway touring shows are important to the Broadway industry, not only in terms of revenue, but also in terms of exposure to new audiences. Touring companies travel the country, performing for days or weeks in a particular city. Sometimes a second company of a show will open for an unlimited run in another city.

In general, these tours (mostly musicals) make up the "Broadway season" of a local theatrical presenting organization, usually consisting of four to six shows. Audiences for touring Broadway have some distinct characteristics and specific reasons for attending a show that vary from New York audiences and include the following attendee and economic impact highlights:



- In the 2013–2014 season, Broadway shows touring across North America drew nearly 13.8 million attendances.
- Seventy one percent of attendees were female.
- The average age of the Touring Broadway theatregoer was 53 years.
- Ninety two percent of Touring Broadway theatregoers were Caucasian.
- Seventy-six percent of the audience held a college degree and 30 percent held a graduate degree.
- Forty-nine percent of national theatregoers reported an annual household income of more than \$100,000, compared to only 22 percent of Americans overall.
- Forty-one percent of respondents were subscribers to the “Broadway Series” at their local venue.
- On average, Touring Broadway attendees saw 4.5 shows per year.
- Women continued to be more likely than men to make the decision to purchase tickets to the show.
- Sixty-two percent of the audience said that some kind of incentive would encourage them to attend theatre more frequently, such as discounts or perks.
- Theatregoers who came to an area specifically to attend shows spent another \$85.9 million on ancillary activities such as dining and transportation.
- Total direct spending due to Touring Broadway amounted to \$7.4 billion in 2013.
- This money then generated another \$9.6 billion in secondary rounds of spending so that the full economic contribution of Touring Broadway totaled \$11.9 billion in 2013.
- On average, Broadway tours visiting cities contributed an economic impact of 3.5 times the gross ticket sales to the local metropolitan area’s economy.

After further review of the market place in Alpharetta and in the broader metro area of Atlanta, the touring Broadway market in Atlanta is primarily served by the 4,678-seat Fox Theater that hosts Broadway in Atlanta with a variety of shows ranging from national tours to seasonal options. The other major source of musical productions in the Atlanta market is the Atlanta Lyric Theater, which is currently at the Jennie T. Anderson Theater at the Cobb Civic Center. Given the presence of these two organizations in the market the demand for this type of programming is largely satisfied by these two sources, among others, and would be transfer demand rather than utilization by pent up demand. It would be a nice amenity for the Alpharetta venue to



have a fly loft to preserve its versatility in the events it can host and would be used, however, it is not an essential requirement if budget factors are an issue. The Alpharetta venue would primarily host other categories of live entertainment events and corporate events without a fly loft.

INTERVIEW SUMMARY

This section provides a summary of key findings from interviews conducted with a variety of individuals, businesses and organizations that have thoughts on the development of a new hotel and conference center and/or the development of a new events center. The section also profiles the existing inventory of venues in the regional area and select national comparable facilities for indicated facilities.

Johnson Consulting conducted a variety of interviews in person and over the phone. Notable individuals, groups and organizations interviewed included:

- City of Alpharetta, GA
- Alpharetta CVB
- Alpharetta High School Music Director
- Local and regional arts and performance organizations
- Area businesses
- Members of the local real estate and development community
- National and regional entertainment and event promoters, organizers and performers
- Management of regional and national theater venues

The groups listed above represent a broad spectrum of potential users, as well as Alpharetta businesses, hospitality and tourism sectors that are intimately familiar with the market area and sources of demand that may support a new venue. Some of the key observations identified by the interviewees are summarized as follows by topic area:

- The concept for developing the theater is to serve as a demand generator for the growing downtown area. Something is needed that will continually bring people into the downtown area.
- Continue to grow and develop arts and entertainment offerings for residents and visitors.
- Alpharetta is already considered a live entertainment destination with the Verizon Wireless amphitheater, The Velvet Note, Chukkar Farms and Marilda's under the pines. Three out of four of



these venues are outdoor and limited to spring, summer and fall events. This indicates that there is an opportunity to provide year round entertainment to compliment these venues.

- The Alpharetta CVB has a sophisticated operation that actively promotes festivals and existing entertainment venues in Alpharetta. The proposed theater would be an excellent addition to an already strong portfolio of venues.
- The dynamics between the theater and the conference center can be very synergistic on a number of levels. People using the conference center for events would be able to utilize the theater for general sessions and other presentation related events, as well as being a differentiator when competing for events with other destinations. It will provide both an additional space to sell and entertainment options for attendees.
- Corporate demand could be significant given the concentration of large corporations. This is an important potential user since they typically use venues like this during the weekday, a typically slow period for theater venues.
- Music competitions could also be a target user since they operate similar to sports tournaments and have strong associated economic impacts.
- Alpharetta has the socioeconomic base to support a theater and given the relatively young arts scene in Alpharetta there is an opportunity to grow it.
- Alpharetta has a strong population base and would also primarily serve its resident population and communities to the north.
- People interviewed were supportive of the project if it is operated properly and benefits the community.
- It was stated that there are a number of requests to use the Alpharetta High School auditorium for non-school related events, however since the school does not operate year round, it is not available for use during the summer months.
- There are a lot of venues in the regional marketplace in the 500 to 2,000 seats range creating heavy competition for acts and audience base. Acts also prefer to perform in Atlanta versus suburban locations.
- The new Sandy Springs venue will be a serious competitor for live entertainment events.
- There are a number of large church venues in the area where community based events are held. This is typically a supplemental demand base for a theater that wont be significant in Alpharetta.



- It will take dedication by the City to identify an organization or individual that has the experience to operate this venue, minimize operating risks, and identify and book the acts and productions that are of interest to the market area. A group like Atlanta Symphony Orchestra Presents, which operates and promotes events in the Verizon Wireless Amphitheater, Delta Classic Chastain, and Atlanta Symphony Hall.

REGIONAL FACILITY SUPPLY ANALYSIS

As the proposed Theater is further considered, it is important to understand the supply and demand dynamics operating within Atlanta's regional market area. Building on the demographic and economic analysis presented in Section 3 of this report, and the industry trends overview presented earlier in this section, this subsection provides an analysis of key supply indicators within Georgia's and the greater Atlanta Area's PAC/Theater and event market, concluding with an assessment of the identified market opportunity for the proposed Theater.

PERFORMING ARTS CENTERS AND EVENT FACILITIES

Given the geographic size of the Atlanta region, its population base, and strong economic base, there are a large number of PAC event facilities in the region. Each venue serves a subset of the market place with there being only 1 or 2 that serve the entire market area for the largest events. The information below will establish the supply of venues that directly serve residents in the Atlanta Metro area and those specifically in the size category that is being considered for Alpharetta.

REGIONAL PERFORMING ARTS CENTERS/AUDITORIUM FACILITIES

In order to analyze the inventory of facilities in the area Johnson Consulting first established some parameters for the analysis. Since it is apparent that the City can't support a very large facility, facilities with over 13,000 seats were excluded from the inventory analysis, as facilities with less than 200 seats. Facilities that are more than 50 miles from Alpharetta are also not included in the analysis. Facility types that are included are arenas, PAC's, auditoriums, theaters, amphitheaters, and collegiate facilities. The following table indicates the significant number of event venues that are in the market area.

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Table 4-2

Regional Facilities - Fulton County / Atlanta MSA				
Facility - 13,000 Seats & Under	City	Miles from Alpharetta	Facility Type	Seats
1 Gwinnett Center - Arena	Duluth	15	Arena	13,000
2 Verizon Wireless Amphitheater at Encore Park	Alpharetta	2	Amphitheater	12,000
3 Georgia Tech Hank McCamish Pavilion	Atlanta	24	Arena	8,191
4 Chastain Park Amphitheater	Atlanta	18	Amphitheater	6,700
5 Fox Theater	Atlanta	24	Theater	4,878
6 Atlanta Civic Center	Atlanta	25	Auditorium	4,600
7 Georgia State University Arena	Atlanta	26	Arena	3,455
8 Cobb County Civic Center - Romeo Huggins Memorial Hall	Marietta	26	Arena	3,032
9 Cobb Energy PAC	Atlanta	21	PAC	2,750
10 The Tabernacle	Atlanta	25	Theater	2,600
11 Dekalb Events Center	Atlanta	23	Arena	2,400
12 Mable House Barnes Amphitheater	Mableton	31	Amphitheater	2,400
13 Woodruff Arts Center - Symphony Hall	Atlanta	23	Theater	1,800
14 Georgia World Congress - Sidney Marcus Auditorium	Atlanta	23	Auditorium	1,740
15 Chamber Performing Arts	Johns Creek	8	PAC	1,200
16 First Center for the Arts - Georgia Tech	Atlanta	25	Theater	1,158
17 Center Stage Theater	Atlanta	23	Theater	1,050
18 Sandy Springs Performing Arts Center	Sandy Springs	14	PAC	1,000
19 Variety Playhouse	Atlanta	23	Theater	1,000
20 Georgia State University - Rialto Center for the Arts	Atlanta	27	PAC	933
21 Atlanta Convention Center - Penthouse Theater	Atlanta	25	Theater	900
22 Presser Hall	Decatur	30	Theater	900
23 The Buckhead Theater	Atlanta	20	Theater	790
24 Woodruff Arts Center - Alliance Theater	Atlanta	23	Theater	785
25 Marietta PAC	Marietta	31	PAC	727
26 Gwinnett Center - Gwinnett Performing Arts Theater	Duluth	15	PAC	708
27 14th Street Playhouse	Atlanta	24	Theater	690
28 Cobb County Civic Center - Anderson Theater	Marietta	26	Theater	606
29 Roswell Cultural Arts Center	Roswell	7	Theater	600
30 Murray Arts Center - Kristi Lynn Theater	Kennesaw	3	School	577
31 Ray Charles PAC	Atlanta	29	PAC	550
32 Oglethorpe University - Conant PAC	Atlanta	19	PAC	511
33 Georgia Perimeter College - Cole Auditorium	Clarkston	3	Auditorium	500
34 Woodruff Arts Center - Rich Theater	Atlanta	23	Theater	420
35 Clayton State - Spivey Hall	Morrow	42	PAC	400
36 Center for Puppetry Arts	Atlanta	23	Theater	350
37 Red Clay Theater	Duluth	12	Theater	260
38 Morris and rae Frank Theater	Dunwoody	12	Theater	253
39 Eyedrum Arts & Music Gallery	Atlanta	26	Theater	250
40 The Shakespear Tavern	Atlanta	25	Theater	250
41 Aurora Theater	Lawrenceville	25	Theater	248
42 Theater in the Square	Marietta	34	Theater	225
43 Woodruff Arts Center - Hertz Stage	Atlanta	23	Theater	200
44 7 Stages	Atlanta	27	Theater	200
45 Herren's Theatrical Outfit	Atlanta	25	Theater	200
Average/Total		22		84,463

Source: Johnson Consulting, Respective Facility

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In the size category analyzed there are 45 facilities with over 88,000 seats in the metro area, or 1 seat for every 62.5 people. If adding a new venue of 1,000 seats, it would only increase overall supply by 1.0 percent. Additionally, the majority of these venues are situated in Atlanta, with an average distance of 22 miles (35-minute drive time) of Alpharetta, which given the distance and traffic issues in the region forces many potential attendees from Alpharetta to only attend an event if it is a top priority. This results in a lack of entertainment options for residents of Alpharetta forcing them out of the City and also does not induce outside visitors to the City. With a City population of over 61,300 and growing, Alpharetta is large and attractive enough to have a facility of its own to fulfill the civic, arts, and entertainment needs of its residents and of communities to the north.

SUBSET OF REGIONAL PERFORMING ARTS CENTER/ AUDITORIUM FACILITIES

Given the input received by regional and national promoters, and others in the research process, we have identified a further subset of facilities that are in the size range of what is being considered for the City. This range includes facilities in size from 225-seat to venues with as many as 2,750 seats.

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Table 4-3

Regional Facilities - Fulton County / Atlanta MSA				
Facility - 225 - 2,750 seats	City	Miles from Alpharetta	Facility Type	Seats
1 Cobb Energy PAC	Atlanta	21	PAC	2,750
2 The Tabernacle	Atlanta	25	Theater	2,600
3 Dekalb Events Center	Atlanta	23	Arena	2,400
4 Mable House Barnes Amphitheater	Mableton	31	Amphitheater	2,400
5 Woodruff Arts Center - Symphony Hall	Atlanta	23	Theater	1,800
6 Georgia World Congress - Sickey Marcus Auditorium	Atlanta	23	Auditorium	1,740
7 Chamber Performing Arts	Johns Creek	6	PAC	1,200
8 Ferst Center for the Arts - Georgia Tech	Atlanta	25	Theater	1,159
9 Center Stage Theater	Atlanta	23	Theater	1,050
10 Sandy Spring Performing Arts Center	Sandy Springs	13	PAC	1,000
11 Variety Playhouse	Atlanta	23	Theater	1,000
12 Georgia State University - Rialto Center for the Arts	Atlanta	27	PAC	833
13 Atlanta Convention Center - Penthouse Theater	Atlanta	25	Theater	800
14 Presser Hall	Decatur	30	Theater	800
15 The Buckhead Theater	Atlanta	20	Theater	790
16 Woodruff Arts Center - Alliance Theater	Atlanta	23	Theater	765
17 Marietta PAC	Marietta	31	PAC	727
18 Gwinnett Center - Gwinnett Performing Arts Theater	Duluth	15	PAC	708
19 14th Street Playhouse	Atlanta	24	Theater	690
20 Cobb County Civic Center - Anderson Theater	Marietta	26	Theater	606
21 Roswell Cultural Arts Center	Roswell	7	Theater	600
22 Murray Arts Center - Kristi Lynn Theater	Kennesaw	3	School	577
23 Ray Charles PAC	Atlanta	28	PAC	550
24 Oglethorpe University - Conant PAC	Atlanta	18	PAC	511
25 Georgia Perimeter College - Cole Auditorium	Clarkston	3	Auditorium	500
26 Woodruff Arts Center - Rich Theater	Atlanta	23	Theater	420
27 Clayton State - Spivey Hall	Morrow	42	PAC	400
28 Center for Puppetry Arts	Atlanta	23	Theater	350
29 Red Clay Theater	Duluth	12	Theater	260
30 Theater in the Square	Marietta	34	Theater	225
Average		22		975

Source: Johnson Consulting, Respective Facility



When looking at the list of facilities of a similar size as to what is proposed in the City, it may seem that there is a short of supply of facilities in the market, but when you look in detail at the orientation and demand profile for each facility, it becomes apparent that there is a market opportunity for Alpharetta to provide a facility to serve its resident's needs. A number of these facilities are associated with schools, as well as the City's community, which as a result have a priority on providing the teaching needs of its students and on serving community based arts groups. As a case in point, the closest venue to Alpharetta is the Georgia Perimeter College, which provides a variety of certifications and degree programs throughout the Campus with the auditorium serving its arts and humanities program. The next two closest venues are the Chamber performing arts school, which provides instruction for kids to master's classes, and the Roswell Cultural Arts Center, which focuses on community arts events and productions. These venues do not take the same approach for events as to what is envisioned for Alpharetta, which will focus primarily on promoted events.

Aside from facilities with an educational orientation, there are a number of venues that will compete with the Alpharetta PAC. By evaluating size, proximity and demand orientation of these competitive venues it will establish the market needs for a venue in Alpharetta and its role in the larger portfolio of facilities that either exist or are planned. Table 4-4 refines the facility list down to the competitive environment that the Alpharetta Theater will operate in.

Table 4-4

Competitive Environment - Fulton County / Atlanta MSA				
Facility	City	Miles from Alpharetta	Facility Type	Seats
1 Woodruff Art Center - Symphony Hall	Atlanta	23	Theater	1,800
2 Center Stage Theater	Atlanta	23	Theater	1,050
9 Sandy Springs PAC	Atlanta	14	Theater	1,000
4 The Buckhead Theater	Atlanta	19	Theater	790
5 Woodruff Arts Center - Alliance Theater	Atlanta	23	Theater	765
6 The Loft at Center Stage	Atlanta	23	Theater	650
7 Cobb County Civic Center - Anderson Theater	Atlanta	26	Theater	606
8 Roswell Cultural Arts Center	Atlanta	6	Theater	600
Average		20		908

Source: Johnson Consulting, Respective Facility

WOODRUFF ARTS CENTER: Located and opened in 1968 as the Memorial Arts Center, and renamed after its largest benefactor in 1982, the Woodruff Arts Center is the home of the Atlanta College of Art, the Atlanta Symphony Orchestra and the High Museum of Art, all of which were combined into a single entity. As the arts community grew the Alliance Theater was added to the campus in 1970, followed by the Young



Audiences division in 2005. Also in 2005, a major expansion of the facilities was undertaken to add two new exhibit buildings, an administrative building, a residence hall, sculpture studio, full-service restaurant, and a public piazza and parking structure, all designed by Renzo Piano.

The campus sits on 12.25 acres and has a variety of spaces that include reception, meeting and theater spaces. The largest reception space is the two-level Galleria with 15,500 square feet of space and the ability to host 1,300 in a reception format and 600 seated. There are also 11 other event rooms that can host both meetings and reception events that range in size from 622 square feet to 5,293 square feet. There are 5 theater spaces that range in capacity from 200 to 1,800 seats. The Alliance Theater (number 5 in the above table) with 765 seats is most comparable to what is envisioned at the Alpharetta Theater. The 2014 total revenue of the Center was \$92.3 Million, with \$92.2 Million in total expenses.

CENTER STAGE THEATER: Originally opened as Theater Atlanta in 1966, Center Stage Theater is located in midtown Atlanta and is comprised of three venues offering a variety of event spaces. Center Stage Theater is a Ticketmaster venue and can accommodate 1,050, the largest theater in the complex, with 750 permanent seats with the balance of capacity coming from standing room in front of the stage. The Loft (number 6 in the above table) opened in 2005, which is located on the second floor of the complex and has four full service bars and a capacity of 650 with standing room only. Opening in 2003, Vinyl has a capacity of 300 and hosts mostly local and regional acts, with the other two spaces hosting larger touring acts.

PENTHOUSE THEATER AT ATLANTA CONVENTION CENTER: This venue is more corporate and meeting oriented given its location at the Convention Center. It is used for meetings, banquets, fashion shows and corporate events. It has a seating capacity of 828 and its demand mix highlights the dual-purpose nature that some venues can have. It will be non-competitive with the proposed project in Alpharetta due to their great distance and distinctive markets.

BUCKHEAD THEATER: Built in 1930 and operated as a movie theater until the mid-1980s, the theater was converted into the Coca-Cola Roxy and became a significant concert venue in the 1990s and most of the 2000s until the Roxy closed after Live Nation and Clear Channel ended their lease in 2008. It was reopened in 2010 as the Buckhead Theater. Depending on configuration the theater can accommodate 790 people seated or 1,100 in a standing room only capacity given that the seats in the venue are removable. There is also a balcony that has fixed seats as well as bar service during events. The primary revenue generators for the venue are bar earnings and corporate events that use the venue for product launches, client recognition events and speeches.

ANDERSON THEATER AT THE COBB CIVIC CENTER: This 606-seat performing arts venue is fairly basic and is community oriented with a number of performing arts camps in the summer and other programming during the balance of the year, including the Atlanta Lyric Theater. This facility will be non-competitive with what is proposed in Alpharetta.



ROSWELL CULTURAL ARTS CENTER: This 600-seat venue is community oriented and hosts a wide range of events from artist spotlight series, music performances, a summer puppet theater, classes and recitals. As a result of this orientation the venue has not performed well from a financial perspective or caused the type of vibrant draw that is hoped for the Alpharetta Theater project. To put this in perspective, revenue at the Roswell Cultural Arts Center in 2013 is estimated to have been \$212,000 with 382 events. This is the revenue volume that could be earned in 1 month or less at a venue that is business and profit driven versus community oriented. Additionally, community based arts events are not a major draw to the local population compared to having nationally recognized live entertainment or as revenue generating as corporate and social functions.

SANDY SPRINGS PERFORMING ARTS CENTER: This facility is currently in the process of developing in the City Center of Sandy Springs. It will serve in a variety of capacities with its primary focus being on serving promoted events, theater productions and corporate events. It will also serve as a resource for the City given its location in the planned City Civic complex. It also has a number of classroom space and some conference space and the lobby will open out onto a large green lawn space where outdoor festivals and events can occur. The City selected Spectra to manage and sell the venue.

IMPLICATIONS

After reviewing the above venues, it is clear that there are 3 primary venues that the proposed PAC will compete with for acts and programming, but not necessarily audience base, and they include the Sandy Springs PAC, Buckhead Theater, and the Center Stage Theater. The newly developed Sandy Springs PAC is one of the closest venues of similar size and demand orientation to the Alpharetta Theater, so there will be some overlap between the potential audience base. The Buckhead Theater and Center Stage are both further away so there will be less overlap in target audience, but both theaters are well established in the region, so acts will tend to gravitate to these venues first.

There is capacity in the market for a new facility. A new facility would only expand the supply in the market by 1 percent, which can be absorbed quickly and will have tremendous positive impacts for the Alpharetta Theater project. In spite of risks associated with the project and similar demand characteristics as the other competitive facilities, recruiting top-tier management and understanding what programming the user base wants will largely mitigate these challenges. The proposed facility will also provide a year round entertainment option for the resident base, provide a formalized destination for people coming from outside the city, and serve as an anchor attraction for the growing downtown area.



SECTION 5

COMPARABLE ANALYSIS

DRAFT



COMPARABLE FACILITIES ANALYSIS

In order to understand the market opportunity for a new PAC in Alpharetta, this section presents case study profiles of a set of comparable facilities, regionally and nationally. The key operating characteristics of these facilities are provided in the following profiles, and include:

- Size and character of facility program spaces.
- Recent and/ or planned expansions.
- A demand and financial profile, including the number and types of events and operating revenues and expenses, where available.

Information about event demand and the financial performance of indicated facilities provides insight into the general parameters within which a new amphitheater could reasonably expect to operate.

The following table summarizes the key attributes of the facilities identified as part of this analysis that include:

- Buckhead Theater, Atlanta, Georgia,
- Ames Center, Burnsville, Minnesota,
- Lucas Theater, Savannah, Georgia, and
- Meydenbauer, Bellevue, Washington.

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Table 4-1

Key Characteristics of Regional Comparable Facilities and Markets				
	Buckhead Theater	Ames Center	Lucas Theater	Maydenbauer
Location				
Location	Atlanta, GA	Burnsville, MN	Savannah, GA	Bellevue, WA
Metropolitan Area	Atlanta	Minneapolis-St Paul	Savannah	Seattle
Demographics Characteristics (2015)				
Population	5,527,230	3,461,538	370,063	3,500,026
Median Age (Years)	35.9	37.0	35.2	36.8
Median Household Income	\$56,889	\$67,890	\$48,068	\$65,677
Facility Attributes				
Year Built	1931 (update in 2010)	2009	1921 (updated in 2000)	1993
Theater(s) Seating Capacity	790 to 1600	1,014-seat proscenium stage; 150-black box theater	1200-seat	410
Anchor Tenant(s)	Live Entertainment/Corporate	3	1	0
Ownership/ Management				
Owner	Charles Loudermilk	City of Burnsville	Savannah College of Art & Design	City of Bellevue
Manager	Inhouse	VenuWorks	Savannah College of Art & Design	Bellevue Conference Center Authority
Demand (Most Recent Year)				
# Events (per annum)	-	624	-	353
Total Attendance (per annum)	-	123,028	-	211,107
Revenue & Expenses (Most Recent Year)				
Total Revenues	-	\$1,172,363	\$719,184	-
Total Expenses	-	\$1,332,476	\$886,426	-
Net Operating Income (Deficit)	-	(\$160,113)	(\$167,242)	-

Source: Relevant Facilities, DemographicNow, JohnsonConsulting



COMPARABLE PROJECTS

BUCKHEAD THEATER ATLANTA, GEORGIA

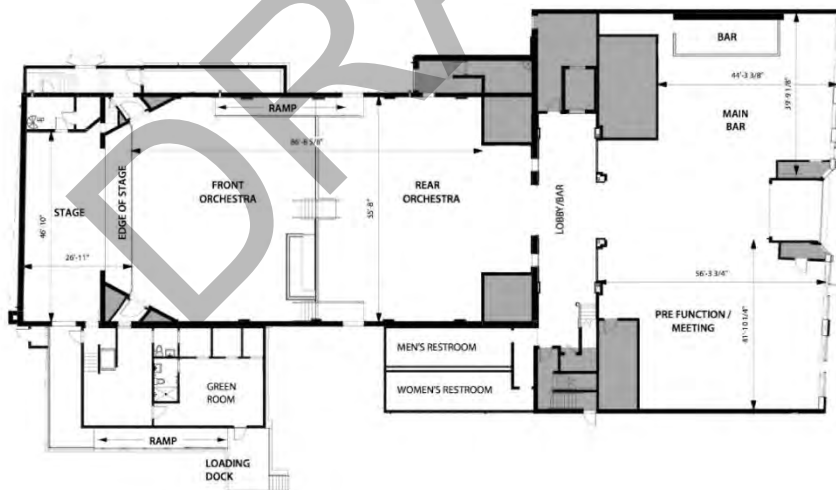
LOCATION: Located in the heart of Bucktown on Roswell Road, the theater started out in the 1930's as a movie house and was later used as a music and entertainment venue known as the Roxy until 2008. At that time the venue closed and underwent a \$6 million renovation and reopened as the Buckhead Theater in 2011.

OWNERSHIP/ MANAGEMENT: The Buckhead Theater is owned by businessman Charles Loudermilk and is operated by the facility staff, which primarily includes 2 sales and booking staff, box office staff and a facility person. Staff for events is brought in by acts or hired on a contract basis per event.

FACILITIES: The 8,000 square foot main Buckhead Theater comprises two levels with a 790-seat capacity in a theatre seated format ranging up to 1,600 in reception format. The figures below provide details of the space layout.



Figure 5-1



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Figure 5-2





Figure 5-3

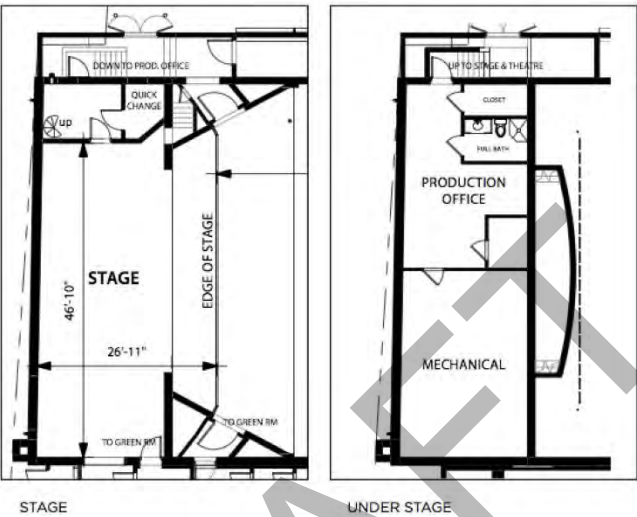
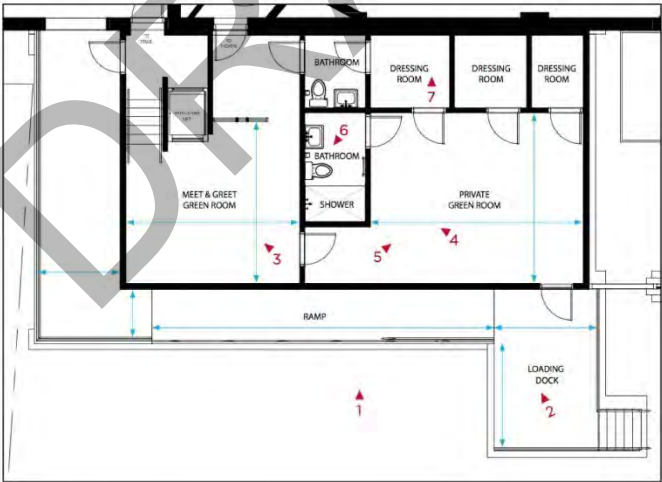


Figure 5-4



ANCHOR TENANTS: No anchor tenants



DEMAND SCHEDULE / REVENUE AND EXPENSES: No demand or financial information was provided. Sales staff at the Theater stated that they have a number of multiple holds for the same date for live entertainment events and turned away corporate event demand, indicating that there is more demand than the Theater can accommodate. They also stated that rental fees and live entertainment box office revenues are a breakeven proposition and that the liquor sales are how the theater is able to make a profit.

RENTAL RATES: The following table summarizes rental rates at the Buckhead Theater.

Table 5-1

Special Event and Corporate Rental Rates (2015)	
Rates	
Full Theater Buy Out	
Sunday - Friday	\$7,500 Rental/No Beverage Minimum
Saturday	\$8,500 Rental/\$6,000 Beverage Minimum
Theater Only (Lower Level)	
Sunday - Friday	\$6,000 Rental/No Beverage Minimum
Saturday	\$6,500 Rental/\$5,000 Beverage Minimum
Upper Floor Meeting Space/Gallery Space	
Sunday - Friday	\$4,000 Rental/No Beverage Minimum
Saturday	\$4,000 Rental/\$4,000 Beverage Minimum
Addition of Wedding Ceremony	\$1,000
Extra Rental time over 8 hours	\$400 per hour
Source: Buckhead Theater, Johnson Consulting	

FUNDING STRATEGIES: Partnered with Alex Cooley, Charles Loudermilk invested \$6 million in the renovation of the landmark building.

OBSERVATIONS: The Buckhead Theater is a well-operated entertainment venue that serves as a good case study of how a venue can operate successfully in this industry without the use of significant fly loft space or performing arts quality facilities. This venue is wildly popular and is ideally located to capture the disposable income that is present in the Buckhead area of Atlanta, which is known as one of the more affluent areas, as is Alpharetta. The key to this venue's success is that, sales and booking team that is in place to program the venue with entertainment that its demand base wants to see and having a strong understanding of the corporate market and their particular event needs. The corporate and social market is able to fill in on off-peak demand periods during the week days, etc. and is a serious profit center for the Theater.



AMES CENTER BURNSVILLE, MINNESOTA

LOCATION: Located in downtown Burnsville, the Ames Center (formerly the Burnsville Performing Arts Center) opened in January 2009 at a cost of \$20 million. The Center, which anchors the Heart of the City redevelopment area, is adjacent to Nicollet Commons Park, which incorporates a 250-seat outdoor amphitheater.



OWNERSHIP/ MANAGEMENT: The Ames Center is owned by the City of Burnsville and managed by Venu Works. The venue is integral to the City's 2030 Comprehensive Plan, which states "arts and culture are increasingly recognized as integral and necessary components of our social fabric, contributing to the economy and quality of life in cities and communities. In our increasingly mobile and diverse society, investments in culture and creativity are essential to building vibrant, competitive and sustainable communities for the twenty-first century."

FACILITIES: The Center comprises two theaters – a 1,014-seat proscenium stage (759 seats on the main floor and 255 balcony seats) and a 150-seat black box theater. Features and specifications of the proscenium stage include:

- **Stage:** 45' deep (plaster line to upstage column) by 48' from the center line to stage left wall and 48' from the center line to stage right wall. Gridiron height is 68.9'. The stage opening is 47.8' wide by 28' high.
- **Stage Rigging:** Space on the rail for 60 line sets but only 48 line sets are installed (8" typical spacing).
- **Orchestra Pit:** 38' cross stage width, with the floor of the pit being 9' below stage level.
- **Dressing Rooms:** 1 star dressing room (capacity for 2 people), with private bathroom, 2 dressing rooms for principals (capacity for 4 people each), with private bathrooms, 1 chorus dressing room (capacity for 8 people), and a touring production office.
- **Green Room:** 750 square feet, located stage right. The room could accommodate 30-50 people.
- **Loading Dock:** Single bay accommodating a 53' semi truck.

The venue also includes a 2,000 square foot art gallery, a 1,800 square foot rehearsal room, two meeting rooms with capacity for 100 people, and two VIP suites accommodating between 30 and 50 people. On the



second floor, the Center features an open lobby space with capacity for up to 300 people and is commonly used for receptions, banquets, tradeshow, and special events.

Parking facilities include a 350-space parking deck on the north side of the venue, and a multi-deck garage half a block south of the venue. Parking is available at these parking facilities at no charge to Ames Center users and guests.

ANCHOR TENANTS: The Ames Center is home to three local non-profit organizations – Dakota Valley Symphony, Twin Cities Ballet, and The Chameleon Circle Theater.

DEMAND SCHEDULE: In 2013, the Ames Center hosted 624 events, down slightly (-3.7 percent) from 2012 figures (648 events), although the number of ticketed events actually increased to 139 events in 2013 from 137 events in 2012. The venue hosted 123,028 attendees in 2013, representing an increase of 11.4 percent over 2012 figures (110,423 attendees). The following table provides a summary of key demand indicators for 2012 and 2013, which is the most recent data available.

Table 5-2

Ames Center			
Demand Schedule (Most Recent Year)			
	2012	2013	CAGR*
Events	648	624	-3.7%
Event Days	505	531	5.1%
Use Days	41	59	43.9%
Attendance	110,423	123,028	11.4%
* Compounded Annual Growth Rate			
Source: Ames Center, Johnson Consulting			

RENTAL RATES: The following table summarizes rental rates at the Ames Center as per 2015.

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Table 5-3

Ames Center Rental Rates (2015)		
	Proscenium Stage	Black Box
Facility Rental		
Theater Rental (per day)	\$2,000	\$750
Load In Day	\$750	-
Rehearsal Day (per day)	\$1,500	-
Utilities (per day)		\$200
Custodial Services (per performance)	\$400	\$250
Ticketing Services (per event)		\$150
Credit Card Fees (% of ticket sales)		4%
Sales Tax (% of ticket sales)		7.125%
Facility Fee		\$3
Event Coordinator (per day)		\$125
Building Engineer (per day)		\$100
Usher Staff (per performance)		\$300
Box Office Staffing (per performance)		\$150
Staffing		
Stagehands (per hour)*		\$25.50
Stagehands - Technical Director (per hour)*		\$27.50
Security**		\$15.00
House Manager		\$20.00
Insurance Requirements		
Comprehensive General Liability		\$2,000,000
Comprehensive Automobile Liability		\$1,000,000
Workers Compensation		\$1,000,000
* Minimum of 3 technicians per performance.		
** Minimum of 2 security staffers per performance.		
Source: Ames Center, Johnson Consulting		

REVENUE AND EXPENSES: The following table provides the Ames Center's revenue and expense statement for 2012 and 2013, which is the most recent data available.

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Table 5-4

Ames Center		
Revenue & Expense Statement (Most Recent Data)		
	2012	2013
Revenues		
Building Rent	\$243,396	\$256,883
Box Office Fees	64,401	79,167
Preservation Fee Income	60,959	79,224
Equipment Rental	55,224	60,802
Net Catering Revenue	13,459	21,210
Insurance Revenue	4,798	5,585
Other Event Revenues	0	44,131
Concession Sales	148,737	210,400
Net Merchandise Revenue	13,312	15,020
Advertising Revenue	34,311	39,827
Reimbursed Wages	316,944	337,067
Production Revenue	17,261	4,414
Sponsorship Revenue	2,585	18,633
Total Revenues	\$975,387	\$1,172,363
Expenses		
Advertising/ Marketing	\$69,436	\$81,543
Bank Service Charges	1,065	1,043
Concession Expense	81,396	67,023
Credit Card Fees	15,126	17,255
Dues and Subscriptions	2,585	2,371
Equipment Leasing	3,366	2,348
Other Event Expense	0	43,351
Employee Development/ Training	5,573	9,195
Insurance	30,168	17,568
Licenses and Fees	8,553	11,203
Miscellaneous Expense	42	0
Office Supplies	5,086	4,769
Postage/ Freight	1,020	1,254
Professional Services	131,016	134,947
Repairs/ Maintenance House	35,265	29,410
Repairs/ Maintenance Stage	3,054	4,235
Repairs/ Maintenance HVAC	7,831	5,967
Sponsorship Development	335	0
Supplies	25,036	31,180
Telephone	1,836	1,842
Travel	8,691	8,857
Uniforms	1,203	0
Utilities	76,751	80,010
Wages and Salaries - Full Time	412,097	407,497
Wages - Part Time Event Labor	174,020	206,313
Wages - Part Time Non-Event Labor	26,655	31,161
Taxes and Benefits	101,839	132,154
Total Expenses	\$1,228,845	\$1,332,476
Net Operating Income (Deficit)	(\$253,458)	(\$160,113)

Source: Ames Center, Johnson Consulting

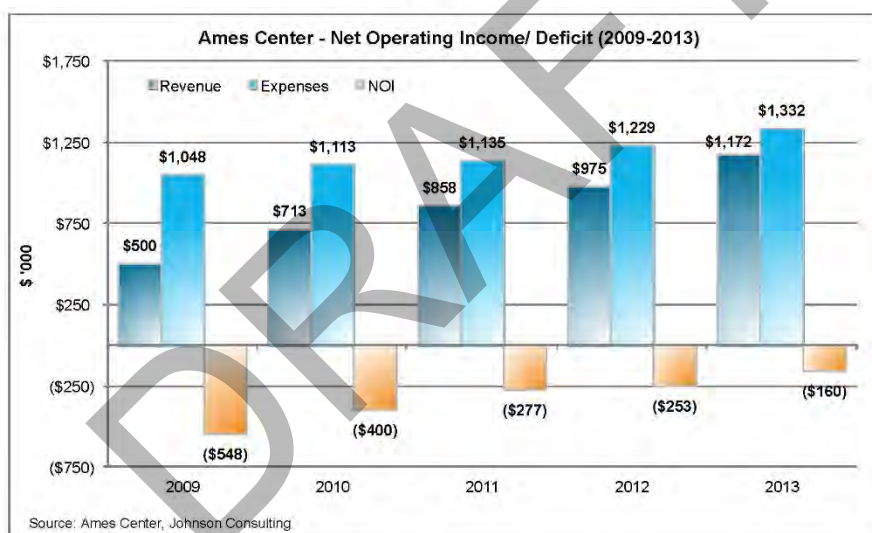


As shown, the Ames Center operated at net operating deficit of (\$160,113) in 2013, which represents a substantial improvement over 2012 when the venue operated at a net deficit of (\$253,458). It also represents a substantial improvement over the budgeted deficit of (\$275,994).

In 2013, the largest revenue line items were reimbursed wages (\$337,067), rental fees (\$256,883), and concessions (\$210,400), representing 10 percent of gross sales. In 2013, the food and beverage department expanded their menu offerings, resulting in an additional \$16,400 in revenues, with the venue achieving a total net profit on concessions of \$96,816, compared to \$61,976 in 2012 and \$73,602 in 2011. This equates to a profit margin of 48.1 percent in 2013, up from 42.9 percent in 2012.

The following figure shows total revenues and expenses at the Ames Center between 2009, when the venue opened, and 2013.

Figure 5-5



As shown, total revenues and total expenses have steadily increased at the Ames Center since 2009, however the rate of growth in revenues (23.7 percent per annum) has far exceeded the rate of growth in expenses (6.2 percent), resulting in the steady contraction of the venue's net operating deficit. The net operating deficit incurred in 2013 (\$160,113) is less than one-third of the size of the deficit incurred in 2009 (\$547,854).

FUNDING STRATEGIES: Operations at the Ames Center are subsidized by the City of Burnsville, in an amount equal to the annual deficit. Other funding strategies utilized by the venue include:



- **Naming Rights:** In August 2013 the City signed a 10-year naming rights contract with Ames Construction, worth \$100,000 per annum.
- **Angel Fund:** The venue is supported by the Angel Fund, which consists of private donations from VenuWorks, The Rixmann Family, Pepsi, The Friends of Burnsville Performing Arts Center, MGM Liquor, and Bolten & Menk. The Fund programs events at the Center, with the total balance of the Angel Fund being \$120,327 in 2013, less \$47,868 in commitments for upcoming shows. The Fund allows the venue to host one-off events that it otherwise would not be able to attract.
- **Enterprise Fund:** The venue received \$375,000 enterprise fund, which was transferred from the general fund and done to increase the non-operating revenue of The Ames Center.

OBSERVATIONS: The Ames Center is an example of a successful performing arts venue that served as a catalyst for the redevelopment of downtown Burnsville. It also served to provide an entertainment offering to area residents that was lacking. The award winning 54-acre Heart of the City has exceeded the City's expectations in the redevelopment of its downtown. The demand mix for the facility is more oriented to symphonic and ballet performances, which Johnson Consulting views as more of a subset to a larger demand calendar that includes live entertainment, Broadway shows and musicals. This expanded demand profile will increase the revenue potential for the Alpharetta PAC and allow it to attract a broader audience base.



LUCAS THEATRE FOR THE ARTS SAVANNAH, GEORGIA

LOCATION: Located in downtown Savannah, Georgia, within walking distance to Historic Reynolds Square and Reynolds Fine Art Gallery, Lucas Theatre originally opened in 1921 and reopened in 2000. The theatre is also recognized as an important cultural asset in the community by The Savannah College of Art and Design.

OWNERSHIP/MANAGEMENT: The theatre is now owned and managed by The Savannah College of Art and Design.



FACILITIES: The Theater consists of 1200 seats (fixed seating venue). Features and specifications of the theater include:

- **Stage:** 1'-8" proscenium deep (curtain line to back wall) by 54' from the center-line to stage left wall and 52' from the center line to stage right wall. The stage opening is 58' wide by 34.3' high.
- **Removable Stage Extension:** Can be placed at stage level, house level or removed for Orchestra Pit.
- **Dressing Rooms:** 2 star dressing room on stage level with 3 restroom, 1 production office on stage level, 2 "Chorus" dressing rooms on basement level, each containing a 3-piece restroom.
- **Freight Elevator:** there is a freight elevator access to the stage, with cage doors of 8'h by 8'h.
- **Green Room:** Theater has a green room and full kitchen facilities
- **Loading Dock:** Single bay with long-term parking for one full-size truck.
- **1 Production Office:** on stage level.

DEMAND SCHEDULE: The theatre has presented top entertainment, including opera from London and Italy, which has brought more than 1,000 people each week.

REVENUE AND EXPENSES: Rental rates at The Lucas Theater depends varies for each event. The following table provides the Lucas Theatre For the Art's revenue and expense statement for 2012 and 2013, which is the most current data available.



Table 5-5

Lucas Theater Revenue & Expense Statement (Most Recent Year)		
	2012	2013
Revenues		
Contributions and Grants	\$501,684	\$503,542
Program Service Revenue	306,179	202,400
Other Revenue	444	13,242
Total Revenues	\$808,307	\$719,184
Expenses		
Salaries, Other Compensation and Employee Benefits	\$319,075	\$311,408
Other Expenses	522,835	575,018
Total Operating Expenses	\$841,910	\$886,426
Net Income (Deficit)	(\$33,603)	(\$167,242)

Source: Lucas Theater for The Arts, Inc, Johnson Consulting

ANCHOR TENANTS: Lucas Theatre for the Arts is home to the Savannah College of Art and Design, who uses it as a venue of some events, including the Savannah Film Festival.

FUNDING STRATEGIES: The re-opening of Lucas Theatre for the Arts in 2000 was funded by a group of citizens who bought the building and \$14 million restoration was funded through donation supports from Savannah's citizens, as well as such celebrities as Kevin Spacey. Additionally, the Savannah College of Art and Design also supports the theater's overheads.

OBSERVATIONS: Located in the downtown of Savannah, the Lucas Theater for the arts is an important civic asset with its history, along with its great reputation among local residents. However, the Center is heavily reliant on subsidies from the Savannah College of Arts and Design, as well as donations.



MEYDENBAUER CENTER BELLEVUE, WASHINGTON

LOCATION: Bellevue is located three miles east of Seattle, between Lake Washington and Lake Sammamish, and about 20 miles west of the foothills of the Cascade Mountains. Bellevue has evolved from a smaller residential community into the economic and cultural hub of the Seattle-area's Eastside. The city has developed its downtown core into a major business and retail center. The MCC opened in 1993 and serves as one of the major drivers for economic impact in the city.



OWNERSHIP/ MANAGEMENT: The Meydenbauer Convention Center (MCC) is owned and operated by the Bellevue Convention Center Authority.

FACILITIES: There is 36,000 SF of exhibit space which can be used to host a single event or separated into two 18,000 SF exhibit halls, A and B. The facility has 12,000 SF of meeting space among nine meeting rooms. The Center also has a theater that holds 410 guests and regularly hosts performing arts events within the community.

ANCHOR TENANTS: None

DEMAND AND FINANCIALS: The following table provides Meydenbauer's 2013 demand schedule.

Table 5-6

Meydenbauer Demand Schedule (2013)		
Event Type	# of Events	Attendance
Convention	21	64,034
Meetings	175	50,129
Tradeshows	4	1,930
Consumer Shows	1	700
Events	18	25,433
Banquet/Receptions	63	29,351
Theater Performances	71	39,530
Total/ Average	353	211,107

Source: Meydenbauer, Johnson Consulting



There were a total of 353 events in 2013 with attendance of 211,000 people. Conventions, meetings and theater performances were the largest categories of attendance. The facility had a direct economic impact of \$35.5 million in 2013 and generated 17,348 room nights.

The facility had \$8.7 million in revenue in 2013 with the largest revenue source being \$4.5 million in food and beverage sales, followed by \$2.1 million in event services and \$1.7 million in rent. Parking revenues totaled \$600,000. Operating expenses totaled \$8.8 million, resulting in an operating deficit of (\$100,000).

Total Events has increased by 3 percent over 2014, with a slight decline of 4 percent in the number of attendance. Total adjusted 2014 revenues including gross audio-visual are \$9.0 million, which is 7 percent ahead of 2013, as well as the highest in the Meydenbauer's history. 50 percent of the Center's revenue was generated from Corporate market, followed by Community (28 percent) and Association (13 percent).

FUNDING STRATEGIES: The Center had started its Capital improvement program in June 2015. The project will cost \$12.5 Million, that will fund the exterior and interior improvements to the facility. The improvement program will be funded through a transfer of \$4.1 Million made by Bellevue City Council. The City Council will also receive support from the City in the form of bond funding, where the debt service of the bonds will then be covered by The Center by its dedicated revenue streams.

OBSERVATIONS: Below are observations provided by the director of operations at Meydenbauer, Tim Carr:

"We have seen a significant change in the demand and success of local community arts. Since the great recession many of our local arts groups have struggled. There is also great competition among local performance venues, large and small. Since the creation of our theatre there have been numerous competing facilities built in our area. There is also competition among larger performance venues in the Seattle area. We have replaced many of our more traditional art groups with cultural art performances serving the growing diversity in our region.

If you asked my professional opinion you would want to build any theater space with as much versatility as possible. We are undergoing an interiors remodel and intend to add tablet arm seating in the theatre to serve our corporate clients. I would warn any community investing in performing arts theater to carefully examine demand in relation to competing facilities and be prepared to invest or fundraise to support programming. The math for small performing arts rarely works, at least in our region. We have a few smaller regional Theatres that are viewed as successful because they have decent programming and good attendance, but from a financial standpoint they typically operate hand to mouth. We host a lot of concert and entertainment acts in our Center Hall on a flat floor."

IMPLICATIONS

Each of the facilities profiled above had been able to generate positive goodwill within their region, which results in significant benefits for both local and regional communities, as well as leveraging their market strengths. Although there is variation in size, role and orientation each of these facilities play in their communities, most are greatly grounded in their mission to encourage and sustain arts and culture as part of



their economic development. They have also demonstrated how they can support and grow local arts community, while providing a valuable asset towards their community.

The business model utilized by the Buckhead Theater is the recommended approach for the Alpharetta Theater, since it charges market based rates for successful entertainment programming that is well received by its target audience base. The management of the venue relies on utilizing a sales and booking staff that has experience in booking both promoted entertainment events as well as the corporate market. There is a dedicated sales person for the corporate market and a dedicated talent buyer for the acts and they work in conjunction with each other to schedule events appropriately. The Meydenbauer example was included to highlight the relationship that exists between conference facilities and theater venues, while the Ames PAC was included to highlight the impact these types of venues can have on redevelopment/economic development in an urban area. The Lucas Theater serves as an example of a venue that has an anchor tenant and a focus on arts education and community-oriented events and the resulting revenue and expense profile this creates.

DRAFT



SECTION 6

RECOMMENDATIONS AND OPERATING PROJECTIONS

DRAFT



KEY FINDINGS AND FACILITY RECOMMENDATIONS

The following summarizes key findings from research and analyses thus far.

- There are currently 45 venues with 225 to 13,000 seats in the Greater Atlanta market place and a total of 88,468 seats, including eight venues with between 600 to 2,000 seats. Average distance of these venues from Alpharetta site is 20 miles. Average number of seats is 908.
- The majority of venues are to the south and west of Alpharetta (towards Atlanta). Audience opportunity should focus on local population and areas to the north.
- Promoters are concerned about an over built market in the Atlanta metro area, especially with the addition of the Sandy Springs venue that is under construction. When asked if they operated or programmed the venue if they still had the same concern, they seemed more optimistic about the venue.

The demand strategy for a Theater in Alpharetta is to focus on a niche building that can:

Preferred Scenario

- Serve between 750 to 1,000 people. The 750 seat number is recommended since there are strategies that can be used to get closer to the 1,000 people capacity figure, such as having several rows of seats at the front of the venue be removable for additional standing room capacity.
- Find a qualified promoter, talent buyer, or organization that can manage and program the venue with promoted events that are of interest to the service area of the venue. This is essential to the success of the venue since Alpharetta is not in the music business, it does not have the relationships or the ‘Black Book’ to be able to secure the quality of talent that is needed to make the venue successful.
- Have a small amount of classroom/ practice space to support community uses

Or

Alternate Scenario

- Find an anchor tenant that can either provide a resource base to support both operations and debt service. This will be key if a top facility operator/talent buyer can’t be recruited and will have negative implications on the revenue profile of the venue.
 - Example of an anchor tenant – the 1,200-seat Lucas Theater for the Arts in Savannah is owned by the Savannah College of Art and Design.



- Example of a consistent user - The Home by Dark shows are planning to expand nationally and also create a radio program that can be produced out of such a venue. Performances typically sell out and have a strong and growing subscription base. The show currently uses an open field on a farm and also the 708-seat Gwinnett Center.

Operating strategy- It is most likely that a facility aimed at supporting economic redevelopment in an emerging downtown will incur a small operating deficit, and capital costs will require City investment. The expected operating deficit can also be funded by corporate support and special assessment fees in the downtown or broader area. The above point addresses ownership. The next level of support relates to stewardship. We would recommend a small operating Board of Directors (seven to nine members) reporting to the City. Attributes of this board would have skills in event programming, Financial stewardship, economic development, and marketing and branding. The final level of stewardship relates to operation and administration. This could be provided by self-operation or by private management. There could also be co-management with the new conference center. The key will be personal involvement of a very strong General Manager that understands the entertainment and concert markets, as well as staff that understands the corporate market.

Revenue Generating Opportunities- Tools provided to the operation should be established early on into the project. First and foremost, a capital drive that also contemplates an operating and production sustaining fund is a very prudent and reasonable effort for the City of Alpharetta. Next, in our view the most important feature of the operation is driving volume into the building. This is really what the City wants- activity in it's downtown. Attractive rent deals will bring the volume, and this gives the city opportunity to make money on tickets or charges, some money on concessions and catering and parking revenue.

Penetration of the lucrative corporate market will require design features in the Center that provide a social space equal to the seating capacity of the theater itself. This could be accomplished in a generous lobby area. Community events will not make much money but they should be viewed as infill potential for open dates since they provide a volume of people to the theater and its surroundings. Naming rights for the venue can be sold and an advertising and event sponsorship program should be developed. Finally, if an anchor tenant such as an arts school, or college or university, can be identified this may support capital and operating costs, but could compromise the demand orientation of the venue away from revenue producing events. Great care must be given to structuring such relationships, as anchor tenants often feel the building is their own.

DEMAND AND OPERATING PROJECTIONS

Based on the Consulting Team's analysis and judgment, a performing arts venue has a very important role to play in Alpharetta. An entertainment venue is consistent with development assets seen in the surrounding market and the desire to diversify the existing visitor base and help foster downtown development.



Our interviews reveal a strong desire to use arts and entertainment as a platform for economic and social growth and other regional entities are doing so too. So, in a way it is essential for entertainment to be deepened in the offerings of the market, if the area is to compete effectively and provide entertainment and arts activities to residents. Our analysis reveals a good base from which to build, including existing concert and entertainment activity and an interested arts community locally.

A new facility will have two categories of demand.

- The first category is performing arts events, such as plays, musical concerts, dances, shows, and other performances.
- The second category is events that will be driven by the community, such as graduations, community meetings, festivals, and a variety of corporate events.

The classic debate regarding arts and entertainment venues is who pays for facilities and who has priority. As a rule, local arts groups feel they have a social mandate to use facilities. They also have political connections and often navigate their way to this end. Meanwhile, city/ business leadership and others wish to see a responsible bottom line and as much programming in the venue as possible.

The two operating models in play nationally are:

- **Civic Venue** – is commercially available on an as-available basis, but local arts groups have a preference for their productions, rehearsals and needs.
- **Commercial Venue** – is managed by an operator who sells subscription series or event tickets and tickets to entertainment events, manages other event bookings, and basically fills the venue with commercial productions and meeting events, allowing civic use on a space-available basis or during negotiated periods.

Ultimately, most venues arrive at a hybrid of these two broad models, but usually one format or the other dominates. It is unlikely that Alpharetta can sustain operations for a civic venue, especially because the City does not desire to significantly subsidize operations. Therefore, this analysis assumes the operating model as a more commercially oriented venue.

Table 6-1 summarizes two development options for a performing arts facility in Alpharetta: a 750-seat PAC with a fully equipped theater; and a 1,000-seat PAC with moderately equipped theater. Both options will only have one theater each, without a black box and just a small amount of meeting space (no more than 2,000 square feet).



To help facilitate in the decision making process between the two different size options, we have developed operating projections for both: a 750-seat PAC with a fully equipped theater; and a 1,000-seat venue with moderately equipped theater. Both options utilize the following assumptions:

- Only have one theater with fixed seats for the capacity listed.
- Does not assume the concept of scaling up capacity with removable seats.
- Does not have a black box.
- There will have a limited amount of classroom/practice space (2,000 square feet or less).
- The projections assume the commercially oriented preferred scenario described previously is achieved.
- Both options will have a good amount of lobby, pre-function space, restrooms, and other support space, assuming a net-to-gross ratio of 1.6 to 2.0 times theater square footage to the overall facility square footage.

Table 6-1 on the following page presents the two options.

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Table 6-1

Alpharetta, Georgia Performing Arts Center Comparison of Development Program Options				
		750-seat Option	1,000-seat Option	
		w/ Fully Equipped Theater	w/ Moderately Equipped Theater	
Amenities				
Stage		Large 4,370 SF 47' x 93'		Medium 3,000 SF 40' x 75'
Proscenium		28' x 48'		22' x 38'
Fly Loft		Large (70')		Small (55')
Orchestra Pit		With Orchestra Pit		With Orchestra Pit
Back of House		Large		Medium
Seating		Theater		Cinema/ Concert
Acoustic House		Flexible Acoustic House		Soft Acoustic House
Capacity and Size				
Seating Capacity		750		1,000
Theater GSF		23,710		31,610
Support Area GSF*		14,230		18,970
Overall Facility GSF		37,940		50,580
Estimated Development Cost				
Construction Cost (Hard Cost)	\$/ GSF		\$/ GSF	
Theater	\$500	\$11,855,000	\$425**	\$13,434,250
Support Area	\$220	3,130,600	\$220	4,173,400
Total Construction Cost		\$14,985,600		\$17,607,650
Soft Cost				
Professional Services	15%	\$2,247,800	15%	\$2,641,100
Furniture, Fixtures, and Equipment	10%	1,498,600	10%	1,760,800
Contingency	5%	749,300	5%	880,400
Total Soft Costs		\$4,495,700		\$5,282,300
Site Work		tbd		tbd
Total		\$19,481,300		\$22,889,950

**Including lobby, pre-function area, restrooms, etc., assuming a net-to-gross ratio of 1.6.*

***Assumed to be midpoint between cost for a fully equipped theater (\$500/ SF) and a scaled down theater (\$350/ GSF).*

Source: Johnson Consulting

*Including lobby, pre-function area, restrooms, etc., assuming a net-to-gross ratio of 1.6.

**Assumed to be midpoint between cost for a fully equipped theater (\$500/ SF) and a scaled down theater (\$350/ GSF).

Source: Johnson Consulting

As shown on the table, the cost for the 750-seat, fully equipped theater option is based on \$500 per square foot for the theater component, amounting \$19.5 million for the PAC. The cost for the 1,000-seat, moderately equipped theater option is based on \$425 per square foot for the theater component, amounting to \$22.9 million for the PAC.

As has been discussed previously, many other types of users may consider the complex, and the event calendar should grow organically, once space is provided. It is expected for example, if a strong general



manager is recruited and the talent of the staff at the CVB are engaged, that a variety of commercial events and a subscription series will be attracted or developed.

DEMAND PROJECTIONS FOR 750-SEAT PAC WITH A FULLY EQUIPPED THEATER

Table 6-2 shows an estimate of demand for the Alpharetta PAC option with a 750-seat capacity and a fully equipped theater. The demand estimate is based upon market research, an examination of comparable facilities, and interviews with the CVB, meeting and event planners, show promoters and organizers, and a number of potential facility users.

Table 6-2

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected Demand										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	4	5	6	7	8	8	8	8	8	8
2 Simple(r) Entertainment Events	25	30	35	40	45	45	45	45	45	45
3 Subtotal	29	35	41	47	53	53	53	53	53	53
Non-Entertainment Events										
4 Corporate Events	20	25	30	35	40	40	40	40	40	40
5 Community Events and Others	11	12	13	14	15	15	15	15	15	15
6 Subtotal	31	37	43	49	55	55	55	55	55	55
7 Total	60	72	84	96	108	108	108	108	108	108

Source: Johnson Consulting

Examples of elaborate entertainment productions are Broadway productions, ballets, plays, and other theatrical performances with substantial scene-changing, lighting, and stage-setting requirements, which are best produced at fully equipped theaters. Examples of simple(r) entertainment events are stand-up comedy, musical concerts, mimes, puppetries, and others with minimal staging requirements. Corporate events include product launches, awards ceremonies, et cetera. Community events include public lectures, local school graduations, et cetera.

The table shows that in Year 1, the proposed 750-seat PAC option has the potential to attract four elaborate productions and 25 simple productions, plus 31 non-entertainment events, for a total of 60 events at the facility. By Year 5, the facility is projected to attract eight elaborate productions and 45 simple productions, plus 55 non-entertainment events, for a total of 108 events.

Table 6-3 shows the estimated ticketed performance days at the theater component of the PAC. It is assumed that on average, an elaborate production runs 8 shows while a simpler production runs 3 shows.

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Table 6-3

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected Ticketed Performance Days at the Theater										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	32	40	48	56	64	64	64	64	64	64
2 Simple(r) Entertainment Events (b)	75	90	105	120	135	135	135	135	135	135
3 Total	107	130	153	176	199	199	199	199	199	199

Notes:

a) Assuming an average of 8 shows per production.

b) Assuming an average of 3 shows per production.

Source: Johnson Consulting

As shown on the table, the theater is projected to accommodate 107 shows in Year 1, growing to 199 shows in Year 5.

Table 6-4 shows the estimated number of total used days for the Theater component of the PAC, including event days and preparation days (set-up and tear-down).

Table 6-4

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected THEATER Used Days*										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	38	48	57	67	76	76	76	76	76	76
2 Simple(r) Entertainment Events (b)	100	120	140	160	180	180	180	180	180	180
3 Subtotal	138	168	197	227	256	256	256	256	256	256
Non-Entertainment Events										
4 Corporate Events (c)	30	38	45	53	60	60	60	60	60	60
5 Community Events and Others (c)	17	18	20	21	23	23	23	23	23	23
6 Subtotal	47	56	65	74	83	83	83	83	83	83
7 Total	185	223	262	300	339	339	339	339	339	339

Notes:

*Including days for set-up and tear-down.

a) Assuming additional 1.5 days for set-up/tear-down of elaborate productions.

b) Assuming 1 day for set-up/tear-down of simple(r) productions.

c) Assuming an average event length at 1.5 days.

Source: Johnson Consulting

As shown in the table, the theater component of the PAC is projected to be used for 185 days in Year 1, growing to 339 days in Year 5.

Table 6-5 shows the estimated average attendance by event type for the PAC.

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Table 6-5

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected Average Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	638	656	675	694	713	713	713	713	713	713
2 Simple(r) Entertainment Events	638	656	675	694	713	713	713	713	713	713
Non-Entertainment Events										
3 Corporate Events	638	656	675	694	713	713	713	713	713	713
4 Community Events and Others	400	425	450	475	500	500	500	500	500	500

Source: Johnson Consulting

Table 6-6 shows the estimated total attendance by event type for the PAC.

Table 6-6

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected Total Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	20,400	26,250	32,400	38,850	45,600	45,600	45,600	45,600	45,600	45,600
2 Simple(r) Entertainment Events	47,813	59,063	70,875	83,250	96,188	96,188	96,188	96,188	96,188	96,188
3 Subtotal	68,213	85,313	103,275	122,100	141,788	141,788	141,788	141,788	141,788	141,788
Non-Entertainment Events										
4 Corporate Events	12,750	16,406	20,250	24,281	28,500	28,500	28,500	28,500	28,500	28,500
5 Community Events and Others	4,400	5,100	5,850	6,650	7,500	7,500	7,500	7,500	7,500	7,500
6 Subtotal	17,150	21,506	26,100	30,931	36,000	36,000	36,000	36,000	36,000	36,000
7 Total	85,363	106,819	129,375	153,031	177,788	177,788	177,788	177,788	177,788	177,788

Source: Johnson Consulting

Total attendance for the PAC with a fully equipped theater is estimated at approximately 85,300 in Year 1, increasing to approximately 177,700 in Year 5.

OPERATING PRO FORMA

In order to illustrate the potential of the Alpharetta PAC based on execution of the physical recommendations, Johnson Consulting prepared projections of performance. The above outlined demand projections, including use days, and attendance were used to produce estimated financial operating projections for the Alpharetta PAC. Table 6-7 shows the projected proforma of the PAC.

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Table 6-7

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Projected Operating Revenues and Expenses (\$'000)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenues										
1 Rent	\$284	\$362	\$444	\$532	\$626	\$645	\$664	\$684	\$704	\$726
2 Ticket Fees	34	44	55	67	80	82	85	87	90	93
3 Box Office Fees	17	22	27	33	40	41	42	44	45	46
4 Net Food and Beverage	136	177	222	272	326	336	346	356	367	378
5 Reimbursed Event Labor	313	398	489	585	689	709	730	752	775	798
6 Donations/ Memberships	15	15	16	16	17	17	18	18	19	20
7 Advertising/ Sponsorships	12	12	13	13	14	14	14	15	15	16
8 Naming Rights	30	31	32	33	34	35	36	37	38	39
9 Hospitality and Tourism Contribution	100	103	106	109	113	116	119	123	127	130
10 Total	\$941	\$1,164	\$1,403	\$1,661	\$1,937	\$1,995	\$2,055	\$2,117	\$2,180	\$2,246
Expenses										
11 Salaries and Wages	\$346	\$357	\$367	\$378	\$390	\$401	\$413	\$426	\$439	\$452
12 Benefits	115	119	122	126	130	134	138	142	146	151
13 Administrative and General	61	63	64	66	68	70	72	75	77	79
14 Production-related Wages	219	278	342	410	482	496	511	527	542	559
15 Event Expenses	107	136	167	200	235	242	249	256	264	272
16 Maintenance and Repairs	69	86	104	123	143	147	152	156	161	166
17 Building Operation	66	68	70	73	75	77	79	82	84	87
18 Marketing	150	155	159	164	169	174	179	184	190	196
19 Utilities	42	52	62	74	86	88	91	94	96	99
20 Management Fees	150	155	159	164	169	174	179	184	190	196
21 Other	55	61	67	74	81	83	86	89	91	94
22 Total	\$1,380	\$1,528	\$1,685	\$1,851	\$2,027	\$2,087	\$2,150	\$2,215	\$2,281	\$2,349
23 Net Operating Income (Loss)	(\$439)	(\$365)	(\$282)	(\$190)	(\$90)	(\$92)	(\$95)	(\$98)	(\$101)	(\$104)
24 Reserve for Replacement	\$47	\$58	\$70	\$83	\$97	\$100	\$103	\$106	\$109	\$112
25 Net Operating Income (Deficit)	(\$486)	(\$423)	(\$352)	(\$273)	(\$186)	(\$192)	(\$198)	(\$204)	(\$210)	(\$216)
26 Sustaining Fund	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
27 Grants	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
28 City Support from Parking, Special Assessments and General Fund Support	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
29 Net Income (Deficit)	(\$486)	(\$423)	(\$352)	(\$273)	(\$186)	(\$192)	(\$198)	(\$204)	(\$210)	(\$216)

Notes:
 Line 6 - Donations/ Memberships may be significantly higher based upon marketing efforts of the facility management and community support for the facility.
 Line 9 - Funds will be provided by the City.
 Line 16 - Also includes such expenditures for the House (theater), stage, orchestra pit, backstage, riggings, lightings, sound systems, etc. and HVAC system.
 Line 17 - Includes insurance, licenses, fees, and supplies.
 Source: Johnson Consulting

As shown in the table, in Year 1, the proposed Alpharetta PAC option with a 750-seat capacity and a fully equipped theater is projected to start off with \$941,000 of operating revenues, \$1.4 million of expenses, and \$486,000 of net operating deficit. In Year 5, the PAC is projected to generate \$1.9 million of operating revenues for \$2.1 million of expenses, hence resulting in net operating deficit of \$186,000.

REVENUE ASSUMPTIONS

Key revenue assumptions used for the proforma are described as follows.



- **Rent** – is the main source of the income for the PAC. Rental revenue includes any charges for using various areas of the facility. It is net of costs paid to the various acts. For ticketed performance events, rentals are based on flat rates plus a percentage of ticket revenues. For all other events, only flat rates are charged. The assumptions for a rental scenario are summarized in Table 6-8. All rental rates are inflated at three percent annually.

Table 6-8

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Ticket and Rental Rate Assumptions			
	Average Ticket Price	Rental Rate Per Used Day	+ Ticket Rev. %
Commercial Entertainment Events			
1 Elaborate Entertainment Productions	\$50.00	\$2,500	3.0%
2 Simple(r) Entertainment Events	\$20.00	\$1,000	3.0%
Non-Entertainment Events			
3 Corporate Events	na	\$1,000	na
4 Community Events and Others	na	\$500	na

Source: Johnson Consulting

Other key assumptions used for Ticket Fees through Naming Rights on the revenue side of the proforma are shown on Table 6-9 and described on the following bullet points.



Table 6-9

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Other Revenue Assumptions		
Assumptions (Year 1)		
1 Ticket Fees	\$0.50	/ ticketed attendees
2 Box Office Fees	\$0.25	/ ticketed attendees
Food and Beverage		
3 Elaborate Entertainment Productions	\$7.50	/ attendee
4 Simple(r) Entertainment Events	\$5.00	/ attendee
5 Corporate Events	\$15.00	/ attendee
6 Seminars and Meetings	\$15.00	/ attendee
7 Banquets	\$25.00	/ attendee
8 Community Events and Others	\$7.50	/ attendee
9 Net-to-Gross Ratio	20.0%	of gross
10 Reimbursed Event Labor	110.0%	of rents
11 Donations/ Memberships	\$15,000	/ year
12 Advertising/ Sponsorships	\$12,000	/ year
13 Naming Rights	\$30,000	/ year
14 Hospitality and Tourism Contribution	\$100,000	/ year

Source: Johnson Consulting

- **Ticket Fees** – The Events Center is expected to receive a \$0.50 per ticket fee for all ticketed events at the facility. This could be higher- upwards of \$1.50 per ticket are seen in some markets. In Year 1, ticket fee revenue is anticipated at \$34,000, increasing to \$80,000 at stabilization in Year 5.
- **Box Office Fees** – Similar to the ticket fee, the PAC will charge \$0.25 per ticket for all events requiring use of the box office. Revenues from the box office fees are projected at \$17,000 in Year 1 and increases to \$40,000 in Year 5.
- **Net Food and Beverage** – Revenue for net food and beverage sales are assumed for events within the PAC at per attendee rate shown in Table 6-9. Net-to-gross ratio is estimated at 20 percent. The level of F&B projected is comparatively high for such an entertainment venue. The reason we have projected this level of business, is because of the travel distances people must come for this venue. It is assumed that they must eat while visiting the facility. Another reason for an above average per capita spend is the cabaret opportunity on the upper tier of the venue. Also, an innovative operator will produce festivals and events on the grounds surrounding the PAC, and make revenue off these events.

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- **Building Labor** – Additional labor required for show productions is assumed to amount to 1.1 times rental revenues. In Year 1, building labor is expected to generate \$313,000, increasing to \$689,000 by Year 5.
- **Donations/ Memberships** – Donations and memberships are conservatively estimated at \$15,000 in Year 1, increasing by three percent annually to \$17,000 by stabilization in Year 5. This amount has the potential to be significantly higher based upon the marketing efforts of the facility management and also by community reception of and support for the PAC. This would be over and above any capital and sustaining fund targeted by the venue.
- **Advertising/ Sponsorships** - The advertising/sponsorship revenue is estimated at \$12,000 in Year 1, inflated by three percent annually to \$14,000 by stabilization in Year 5. Depending on strategy, these numbers could be higher.
- **Naming Rights** – Naming rights of the Performing Arts Center is expected to generate \$30,000 annually for a period of ten years. This is often an emotional buy, and there are substantial banks, businesses, wealthy individuals and other benefactors in the market. As such, this is a conservative estimate.

EXPENSE ASSUMPTIONS

Johnson Consulting has generated estimated expenditures for the facility, based upon comparable facilities and other knowledge of the industry.

- **Salaries and Wages** – The PAC is expected to employ a total of 7.0 full-time equivalent staff. Table 6-10 displays the number of personnel at the PAC, including salaries. Total salaries and wages are estimated at \$439,000 in Year 1, increasing to \$346,250 in Year 5. Salaries and wages are adjusted at three percent annually for inflation.

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Table 6-10

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Estimated Staff Structure			
Position	FTEs	Salary	Total
1 Executive Director	1.00	\$100,000	\$100,000
2 Box Office/ Rental Manager	1.50	\$50,000	75,000
3 Sales/ Talent Bookers	1.50	\$37,500	56,250
4 Admin.	1.00	\$35,000	35,000
5 Security	0.50	\$35,000	17,500
6 Maintenance	0.50	\$35,000	17,500
7 Engineering/Technical	1.00	\$45,000	45,000
8 Total	7.00	—	\$346,250

Source: Johnson Consulting

Other key assumptions used for Benefits through Marketing and Others on the expense side of the proforma are shown on Table 6-11 and described on the following bullet points.

Table 6-11

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Expenses Assumptions		
Assumptions (Year 1)		
1 Salaries and Wages	\$346,250	/ year (see Staff table)
2 Benefits	33.3%	of Salaries and Wages
3 Administrative and General	\$1.60	/ gross SF
4 Production-related Wages	70.0%	of Reimbursed Event Labor
5 Event Expenses	37.5%	of building rents
6 Maintenance and Repairs	\$375	/ use days
7 Building Operation	\$1.75	/ gross SF
8 Marketing	\$150,000	/ year
9 Utilities	\$225	/ use days
10 Management Fees	\$150,000	/ year
11 Other	4.0%	of Total Expenses
12 Reserve for Replacement	5.0%	of Gross Revenue

Source: Johnson Consulting

- **Benefits** – Employees benefits are estimated at 33.3 percent of total salaries and wages, for a total of \$115,000 in Year 1 increasing to \$130,000 in Year 5.



- **Other Administrative and General** – Other administrative and general expenses include any general office expenditures related to day-to-day operations of the PAC. It is estimated at \$1.60 per square foot of the PAC for a total of \$61,000 in Year 1 and adjusted at three percent annually thereafter for inflation.
- **Passthrough Labor/ Production-related Wages** – Includes expenditures for any additional labor required for event production and is estimated to be 70 percent of the building labor revenue line item or \$219,000 in Year 1.
- **Event Expenses** – Event expenses are estimated to amount to 37.5 percent of building rents, which translate to a total of \$107,000 in Year 1, growing to \$235,000 in Year 5.
- **Maintenance and Repairs** – Maintenance and repair expenditures are estimated based upon the number of used days at the PAC. For each used day, \$375 is estimated for maintenance and repair expenditures.
- **Building Operations** – Building operations include insurance, license, equipment leases, et cetera, and are estimated to amount to \$1.75 per gross square foot or \$66,000 in Year 1. Insurance is anticipated to increase at a rate of three percent annually for inflation. This amount could be saved if the City self-insures the property.
- **Marketing** – The expenditure for advertising is estimated at \$150,000 in Year 1, adjusted at three percent annually for inflation.
- **Utilities** – Utility expenditures are estimated at \$225 per use day of the PAC, starting at \$42,000 in Year 1 and growing to \$86,000 in Year 5.
- **Management Fees** – Management expenses are assumed at \$150,000 per year, adjusted at three percent annually for inflation.
- **Other Operating Expenses** – Other operating expenditures include any additional expenses not accounted for in the above categories. Other operating expenditures are estimated at four percent of expenses, which is \$55,000 in Year 1.

ECONOMIC AND FISCAL BENEFIT

Table 6-12 summarizes the estimated economic and fiscal benefits of having a Performing Arts Center in Alpharetta with a 750-seat capacity and a fully equipped theater, based on the \$19.5 million cost.

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Table 6-12

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Summary of Economic and Fiscal Impact		
	ONE-TIME Impact of Construction	ANNUAL Impact of Facility Operations
On-Site Construction Jobs (FTE)	240	na
Economic Impact		
Direct Spending	\$7,016,000	\$19,810,000
Indirect Spending	1,400,000	3,960,000
Induced Spending	1,050,000	2,970,000
Total Spending	\$9,466,000	\$26,740,000
Increased Earnings	\$2,340,000	\$6,600,000
Employment (in FTE Jobs)*	130	357
Fiscal Impact		
Sales Tax	\$450,000	\$1,872,000
Hotel/ Motel Occupancy Tax	na	320,000
Total	\$450,000	\$2,192,000

**Reflects increased employment in the area as a result of (or commonly referred to as "ripple effect" from) direct spending.*
Source: Johnson Consulting

As shown on the table, the estimated economic and fiscal benefit of the proposed 750-seat Alpharetta PAC option far exceeds the projected operating deficit, however a lot of these taxes are not captured by the City proper. The event promotion and festival strategy for promoting events at the PAC will determine how much of the direct spending is captured in the Downtown District proper.

DEMAND PROJECTIONS FOR 1,000-SEAT PAC WITH A MODERATELY EQUIPPED THEATER

Table 6-13 through Table 6-16 shows the projected demand and profroma for a proposed Alpharetta PAC option with a 1,000-seat capacity and a moderately equipped theater. Basically, the facility will not able to attract as many elaborate productions, but will have a greater number of simple performance events non-entertainment events.

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Table 6-13

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected Demand										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	1	1	2	2	3	3	3	3	3	3
2 Simple(r) Entertainment Events	35	40	45	50	55	55	55	55	55	55
3 Subtotal	36	41	47	52	58	58	58	58	58	58
Non-Entertainment Events										
4 Corporate Events	25	30	35	40	45	45	45	45	45	45
5 Community Events and Others	11	12	13	14	15	15	15	15	15	15
6 Subtotal	36	42	48	54	60	60	60	60	60	60
7 Total	72	83	95	106	118	118	118	118	118	118

Source: Johnson Consulting

As shown on the table, the PAC is expected to accommodate 36 commercial entertainment events plus 36 non-entertainment events, for a total of 72 events at the facility. By Year 5, the facility is projected to attract 58 productions plus 118 non-entertainment events, for a total of 118 events.

Table 6-14 shows the estimated ticketed performance days at the theater component of the PAC. It is assumed that on average, an elaborate production runs 8 shows while a simpler production runs 3 shows.

Table 6-14

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected Ticketed Performance Days at the Theater										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	8	8	16	16	24	24	24	24	24	24
2 Simple(r) Entertainment Events (b)	105	120	135	150	165	165	165	165	165	165
3 Total	113	128	151	166	189	189	189	189	189	189

Notes:

a) Assuming an average of 8 shows per production.

b) Assuming an average of 3 shows per production.

Source: Johnson Consulting

As shown on the table, the theater is projected to accommodate 113 shows in Year 1, growing to 189 shows in Year 5.

Table 6-15 shows the projected used days at the theater.

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Table 6-15

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected THEATER Used Days*										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	10	10	19	19	29	29	29	29	29	29
2 Simple(r) Entertainment Events (b)	140	160	180	200	220	220	220	220	220	220
3 Subtotal	150	170	199	219	249	249	249	249	249	249
Non-Entertainment Events										
4 Corporate Events (c)	38	45	53	60	68	68	68	68	68	68
5 Community Events and Others (c)	17	18	20	21	23	23	23	23	23	23
6 Subtotal	54	63	72	81	90	90	90	90	90	90
7 Total	204	233	271	300	339	339	339	339	339	339

Notes:

*Including days for set-up and tear-down.

a) Assuming additional 1.5 days for set-up/tear-down of elaborate productions.

b) Assuming 1 day for set-up/tear-down of simple(r) productions.

c) Assuming an average event length at 1.5 days.

Source: Johnson Consulting

Table 6-16 shows the projected average attendance.

Table 6-16

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected Average Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	850	875	900	925	950	950	950	950	950	950
2 Simple(r) Entertainment Events	850	875	900	925	950	950	950	950	950	950
Non-Entertainment Events										
3 Corporate Events	850	875	900	925	950	950	950	950	950	950
4 Community Events and Others	400	425	450	475	500	500	500	500	500	500

Source: Johnson Consulting

Table 6-16 shows the projected attendance.

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Table 6-17

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected Total Attendance - Expected Case										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	6,800	7,000	14,400	14,800	22,800	22,800	22,800	22,800	22,800	22,800
2 Simple(r) Entertainment Events	89,250	105,000	121,500	138,750	156,750	156,750	156,750	156,750	156,750	156,750
3 Subtotal	96,050	112,000	135,900	153,550	179,550	179,550	179,550	179,550	179,550	179,550
Non-Entertainment Events										
4 Corporate Events	21,250	26,250	31,500	37,000	42,750	42,750	42,750	42,750	42,750	42,750
5 Community Events and Others	4,400	5,100	5,850	6,650	7,500	7,500	7,500	7,500	7,500	7,500
6 Subtotal	25,650	31,350	37,350	43,650	50,250	50,250	50,250	50,250	50,250	50,250
7 Total	121,700	143,350	173,250	197,200	229,800	229,800	229,800	229,800	229,800	229,800

Source: Johnson Consulting

OPERATING PRO FORMA

Table 6-18 shows the estimated operating proforma.

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Table 6-18

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Projected Operating Revenues and Expenses (\$000)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenues										
1 Rent	\$293	\$345	\$438	\$498	\$602	\$621	\$639	\$658	\$678	\$698
2 Ticket Fees	48	58	72	84	101	104	107	110	114	117
3 Box Office Fees	24	29	36	42	51	52	54	55	57	59
4 Net Food and Beverage	191	235	295	348	420	433	446	459	473	487
5 Reimbursed Event Labor	323	379	482	547	663	683	703	724	746	768
6 Donations/ Memberships	15	15	16	16	17	17	18	18	19	20
7 Advertising/ Sponsorships	12	12	13	13	14	14	14	15	15	16
8 Naming Rights	30	31	32	33	34	35	36	37	38	39
9 Hospitality and Tourism Contribution	100	103	106	109	113	116	119	123	127	130
10 Total	\$1,036	\$1,207	\$1,489	\$1,691	\$2,013	\$2,074	\$2,136	\$2,200	\$2,266	\$2,334
Expenses										
11 Salaries and Wages	\$346	\$357	\$367	\$378	\$390	\$401	\$413	\$426	\$439	\$452
12 Benefits	115	119	122	126	130	134	138	142	146	151
13 Administrative and General	81	83	86	88	91	94	97	100	103	106
14 Production-related Wages	226	266	337	383	464	478	492	507	522	538
15 Event Expenses	110	129	164	187	226	233	240	247	254	262
16 Maintenance and Repairs	86	102	122	139	162	167	172	177	182	188
17 Building Operation	89	91	94	97	100	103	106	109	112	115
18 Marketing	150	155	159	164	169	174	179	184	190	196
19 Utilities	52	61	73	84	97	100	103	106	109	113
20 Management Fees	150	155	159	164	169	174	179	184	190	196
21 Other	59	63	70	75	83	86	88	91	94	96
22 Total	\$1,464	\$1,580	\$1,755	\$1,886	\$2,080	\$2,142	\$2,207	\$2,273	\$2,341	\$2,411
23 Net Operating Income (Loss)	(\$428)	(\$373)	(\$266)	(\$195)	(\$67)	(\$69)	(\$71)	(\$73)	(\$75)	(\$77)
24 Reserve for Replacement	\$52	\$60	\$74	\$85	\$101	\$104	\$107	\$110	\$113	\$117
25 Net Operating Income (Deficit)	(\$480)	(\$433)	(\$340)	(\$279)	(\$167)	(\$172)	(\$177)	(\$183)	(\$188)	(\$194)
26 Sustaining Fund	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
27 Grants	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
28 City Support from Parking, Special Assessments and General Fund Support	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd	tbd
29 Net Income (Deficit)	(\$480)	(\$433)	(\$340)	(\$279)	(\$167)	(\$172)	(\$177)	(\$183)	(\$188)	(\$194)

Notes

Line 6 - Donations/ Memberships may be significantly higher based upon marketing efforts of the facility management and community support for the facility.

Line 9 - Funds will be provided by the City.

Line 16 - Also includes such expenditures for the House (theater), stage, orchestra pit, backstage, riggings, lightings, sound systems, etc., and HVAC system.

Line 17 - Includes insurance, licenses, fees, and supplies.

Source: Johnson Consulting

As shown in the table, in Year 1, the proposed Alpharetta PAC option with a 1,000-seat capacity and a moderately equipped theater is projected to start off with \$1 million of operating revenues, \$1.5 million of expenses, and \$480,000 of net operating deficit. In Year 5, the PAC is projected to generate \$2 million of operating revenues for \$2.2 million of expenses, hence resulting in net operating deficit of \$167,000.



Table 6-19 through Table 6-22 summarize the key assumptions utilized in the proforma. Some differ from the full-scale theater option, because the low-end option has less equipment leases, needs less repairs, utilities, et cetera, and different theater capacity.

Table 6-19

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Ticket and Rental Rate Assumptions			
	Average Ticket Price	Rental Rate Per Used Day	+ Ticket Rev. %
Commercial Entertainment Events			
1 Elaborate Entertainment Productions	\$45.00	\$2,800	3.0%
2 Simple(r) Entertainment Events	\$20.00	\$1,150	3.0%
Non-Entertainment Events			
3 Corporate Events	na	\$1,150	na
4 Community Events and Others	na	\$600	na

Source: Johnson Consulting

Table 6-20

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Other Revenue Assumptions		
Assumptions (Year 1)		
1 Ticket Fees	\$0.50	/ ticketed attendees
2 Box Office Fees	\$0.25	/ ticketed attendees
Food and Beverage		
3 Elaborate Entertainment Productions	\$7.50	/ attendee
4 Simple(r) Entertainment Events	\$5.00	/ attendee
5 Corporate Events	\$15.00	/ attendee
6 Seminars and Meetings	\$15.00	/ attendee
7 Banquets	\$25.00	/ attendee
8 Community Events and Others	\$7.50	/ attendee
9 Net-to-Gross Ratio	20.0%	of gross
10 Reimbursed Event Labor	110.0%	of rents
11 Donations/ Memberships	\$15,000	/ year
12 Advertising/ Sponsorships	\$12,000	/ year
13 Naming Rights	\$30,000	/ year
14 Hospitality and Tourism Contribution	\$100,000	/ year

Source: Johnson Consulting

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Table 6-21

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Estimated Staff Structure			
Position	FTEs	Salary	Total
1 Executive Director	1.00	\$100,000	\$100,000
2 Box Office/ Rental Manager	1.50	\$50,000	75,000
3 Sales/ Talent Bookers	1.50	\$37,500	56,250
4 Admin.	1.00	\$35,000	35,000
5 Security	0.50	\$35,000	17,500
6 Maintenance	0.50	\$35,000	17,500
7 Engineering/Technical	1.00	\$45,000	45,000
8 Total	7.00	—	\$346,250

Source: Johnson Consulting

Table 6-22

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Expenses Assumptions		
Assumptions (Year 1)		
1 Salaries and Wages	\$346,250	/ year (see Staff table)
2 Benefits	33.3%	of Salaries and Wages
3 Administrative and General	\$1.60	/ gross SF
4 Production-related Wages	70.0%	of Reimbursed Event Labor
5 Event Expenses	37.5%	of building rents
6 Maintenance and Repairs	\$425	/ use days
7 Building Operation	\$1.75	/ gross SF
8 Marketing	\$150,000	/ year
9 Utilities	\$255	/ use days
10 Management Fees	\$150,000	/ year
11 Other	4.0%	of Total Expenses
12 Reserve for Replacement	5.0%	of Gross Revenue

Source: Johnson Consulting

ECONOMIC AND FISCAL BENEFIT

Table 6-23 summarizes the estimated economic and fiscal benefits of a Performing Arts Center in Alpharetta with a 1,000-seat capacity and a moderately equipped theater, based on the \$22.9 million cost.



Table 6-23

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Summary of Economic and Fiscal Impact		
	ONE-TIME Impact of Construction	ANNUAL Impact of Facility Operations
On-Site Construction Jobs (FTE)	280	na
Economic Impact		
Direct Spending	\$8,240,000	\$22,850,000
Indirect Spending	1,650,000	4,570,000
Induced Spending	1,240,000	3,430,000
Total Spending	\$11,130,000	\$30,840,000
Increased Earnings	\$2,750,000	\$7,620,000
Employment (in FTE Jobs)*	150	411
Fiscal Impact		
Sales Tax	\$530,000	\$2,169,000
Hotel/ Motel Occupancy Tax	na	347,000
Total	\$530,000	\$2,506,000

**Reflects increased employment in the area as a result of (or commonly referred to as "ripple effect" from) direct spending.*
Source: Johnson Consulting

As shown on the table, the estimated economic and fiscal benefit of the proposed 1,000-seat Alpharetta PAC option far exceeds the projected operating deficit.

CONCLUSION – OPERATING RESULTS

The Alpharetta Theater is expected to operate in the upper quartile of similar facilities, in terms of demand. While many variables are still to be defined, there is a genesis of good events in the marketplace and if a seasoned manager is recruited and cost structures are not unduly influenced by unions or other factors, the facility should be competitive.

Operationally, the theater is estimated to require an annual subsidy in the initial years of operation and then reaching breakeven status as the facility stabilizes or with additional revenue generation strategies like grant support or parking revenues. Additionally, a portion of an annual operating subsidy could possibly be reduced with higher amounts of private donations received by the theater through the fundraising efforts of the staff. Also, the quality of events at the theater will help to drive community support for the facility and further enhance the level of private monetary support the theater could earn.

There are two scenarios for facility management for either venue that is built. The first assumes management does not take risk in developing show productions- it is a for rent facility only. This puts less pressure on the



management of the facility but inhibits revenue potential and the facility incurs an annual operating deficit. The second is a facility that self-promotes or co-promotes the majority of its events. This scenario puts the facility at greater risk if events do not perform as projected but maximizes revenue potential and can result in the facility achieving a break even or operating profit if successful.

Further discussion is needed on how shows will be produced at the Theater; any support from the Theater itself towards the initial production of a show will increase the risk/reward profile of the facility. Acts will be speculative about potential until the market proves itself, so the funding plan should consider adding a “risk fund” to allow the venue to promote and co promote acts. This will enhance the likelihood of attracting events and could help improve bottom line performance.

FUNDING AND OWNERSHIP CONSIDERATIONS

The development of performing arts and theater facilities typically rely on several funding sources as the facilities themselves rarely generate sufficient revenue to cover their own operations – let alone capital funding costs. In addition, the proposed ownership of the facility requires consideration, whether it is public, non-profit, or private. The following paragraphs outline the types of funding and ownership options available.

FUNDING OPTIONS

Few event center developments rely solely upon one type of funding source for facility construction and subsequent operations. Typically, event center construction gamers as much private funding as possible, with the remaining costs utilizing net operating income, if any, and either general or dedicated public subsidization. The following points outline the major categories of typical funding sources, including public support and several categories of private monies.

- **Fundraising** – The use of fundraising will not only be necessary to support the annual operations of the proposed facility, but also crucial for the initial capital development of the facility. Fundraising prior to the construction of the facility will directly enable the City and County to reduce the amount of funding required for the outright capital development of the facility. As such, it is crucial that a capital campaign for the facility is conducted by individuals or entities familiar to capital campaigns for such facilities.

The role of fundraising will not end with the construction of the facility. In addition to the annual operating subsidy that the facility will require, any donation received after facility construction could be dedicated to debt service, capital improvements, and an operating endowment fund.

- **Sponsorship/ Naming Rights** – Along the same lines as fundraising, sponsorships and naming rights would be solicited from those throughout the area, but too a much higher contribution amount.



While individuals could potentially be a source for a substantial on-time donation to receive naming rights for the proposed facilities, such contributions have typically come from private companies.

Sponsorships are typically revenues derived from advertising space located within the facility. Some limited space within lobby areas may be reserved for this, although this will be limited at best, as this revenue source is not usually attained at substantial levels for smaller community facilities, as is proposed for this project.

Naming rights represent a substantial source of possible revenue for the facility. Revenues from naming rights can be received up front in a lump sum or over a set period of years. Depending upon the level of contribution, naming rights could be sold for the entire facility or in smaller increments distributed throughout the facility. Often, sponsors are benefactors that donate funds in order to support the project's development.

- **Grants** – A myriad of state and federal grants have been achieved for performing arts facilities. The State of Indiana has invested in such facilities in downtown Indianapolis, at the University of Indiana as well as elsewhere in the State. Federal grants have been achieved for both capital and operating programs for facilities throughout the nation.
- **Public** – Construction costs that are not covered through private donations require public subsidization. Typically, public support will be provided by a bond issue, which will be in turn supported by a source of public revenue, or a dedicated revenue source.
 - **Revenue Bond** – Revenue bonds are a dedicated and pledged flow of revenue coming from sources identified as rents or authorized tax or fee which can be used for a statutorily approved purpose. The dedicated flow of these revenues can determine the amount of a bond issue which will be supported by this revenue source.
 - **General Obligation Bonds** – Bonds funded by the city's general fund subject to the full faith and credit of the city.
 - **Other governmental support** – The county and the state are beneficiaries from this project from a tax standpoint. It is a political process to argue the case for some financial support via grants and economic development programs, but such programs may be applicable.

In addition to a well-conceived fundraising and grants development program, a mix of any of the above funding strategies will be required to meet a public contribution of the project. This will be determined by considering which options will best achieve the goals of the project at the most appropriate financial strategy for the community.



OWNERSHIP/OPERATION OPTIONS

As with funding options, several options are possible for ownership and operation of the proposed facility. Options for public, non-profit, and private operation are presented below.

- **Public** – At this point, it is generally assumed that the City or a not for profit entity will serve as project sponsor through the center's development. As with other cities, particularly communities similar to Alpharetta, ownership has been retained after completion of construction through operation. A number of theater facilities are owned by municipalities throughout the nation. However, ownership of a facility does not necessarily mean municipal operation. Typically, when a municipality engages in facility operation, the facility is operated as part of the parks and recreation department, as an autonomous enterprise fund, or by a not-for-profit entity that distances the city's influence and brings arts and entertainment business expertise to the project. The funding plan that is devised typically addresses ongoing operational support and the not-for profit entity then undertakes capital and operating program campaigns. If this model is pursued, we suggest an enterprise fund format for accountability purposes. A not-for-profit could then be established to guide operations and fundraising.
- **Non-Profit** – As mentioned above, a non-profit would require the establishment of a separate legal entity for ownership and/or operation of the facility. Benefits of a non-profit would include reduced responsibility by the City. Typically, the City would retain ownership of the facility, with responsibility for maintenance and capital improvements, with a non-profit responsible for event management and booking and other day-to-day operations. Arrangements between the City and non-profit could include annual subsidization required by City and annual fundraising targets for the non-profit to meet to continue operating the facility. In addition, the City could maintain some control over the facility by making board appointments.
- **Private** – Private ownership would require development of the facility by the private sector, an unrealistic expectation for this market. Operation by a private management company or promoter should seriously be considered. A private management company would not be expected to take capital risk on this project, due to operational economics. If an anchor tenant is secured, such as a home location for an act, a capital investment could be achieved. As previously envisioned, the facility is designed to enhance the well-being of the community with ancillary economic benefits. While it would be possible to retain a private management company and still enjoy these benefits, some community groups may not be able to utilize the facility, as higher revenue generating tenants will be more desirable to the private operators of the facility. Private operation by a management company or promoting group, would most likely provide the most viable economic result for the City of Alpharetta.

APPENDIX E: REVIEW AND UPDATE OF PRIOR PAC REPORT



November 2, 2016

Mr. Robert Regus
City of Alpharetta - City Manager
City Hall 2nd Floor
2 Park Plaza
Alpharetta, Georgia 30009

Re: Review and Update of Prior PAC Report

Dear Mr. Regus:

Having reviewed our prior report and the material prepared by Paul Cramer of the Classic Center in Athens, GA, we have the following observations:

- Size, 750, 1,000 or 1,400: Our thinking for the report was significantly influenced by the size of the site that was indicated for the project. Removing site constraints from our analysis allows for the size of the PAC to match the market opportunity. 1,400 seats would be the optimum for the Alpharetta market. As Paul notes in his materials, this size would allow for greater revenue generation and also allows for more affordable ticket prices. The 750 seat option in the prior report also assumed that the design of the theater could allow for seats to be removed providing more standing room and increasing the capacity to closer to 1,000. The same concept applied to the 1,000 seat scenario allowing for a capacity greater than 1,000. The projections in the report assumed capacities of 750 people and 1,000 people.
- Facility Performance: As we discussed a few weeks ago, we are updating the projections for the 1,400-seat option. We believe that the number of events will remain the same and attendance and revenue and expenses will increase. From our initial updates to the projections it appears that the scale of the Net Operating Income will remain in the same range as presented with the two prior options.
- Updated demand and financial projections are presented in the following pages.

Please contact me at 312.447.2006 or at rjohnson@chjc.com if you have any questions about the above items.

Sincerely yours,
C.H. JOHNSON CONSULTING, INC

Ryan Johnson
Managing Director
cc: Charles H. Johnson IV, CEO



DEMAND AND OPERATING PROJECTIONS

After a review of our interview notes and the proforma prepared by Mr. Paul Cramer, we agree that the operating efficiencies of a 1,400-seat theater makes the most financial sense. The financial proforma that will be presented later in this document indicates that the Year-5 projections Johnson Consulting prepared are in line with the projections that Mr. Cramer developed from a top line revenue and expense perspective.

Table 1-1 summarizes the 1,400-seat development option for a performing arts facility in Alpharetta. Like the 750-seat and 1,000-seat options this venue will only have one theater, without a black box or additional meeting space and will have a good amount of lobby, pre-function space, restrooms, and other support space, assuming a net-to-gross ratio of 1.6 from the theater square footage to the overall facility square footage.

Table 1-1

Alpharetta, Georgia Performing Arts Center Comparison of Development Program Options		
1,400-seat Option w/ Moderately Equipped Theater		
Amenities		
Stage		Medium 3,000 SF 40' x 75' 22' x 38'
Proscenium		Small (55')
Fly Loft		With Orchestra Pit
Orchestra Pit		Medium
Back of House		Cinema/ Concert
Seating		Soft Acoustic House
Acoustic House		
Capacity and Size		
Seating Capacity		1,400
Theater GSF		44,260
Support Area GSF*		26,560
Overall Facility GSF		70,820
Estimated Development Cost		
Construction Cost (Hard Cost)	\$/ GSF	
Theater	\$425**	\$18,810,500
Support Area	\$220	5,843,200
Total Construction Cost		\$24,653,700
Soft Cost		
Professional Services	15%	\$3,698,100
Furniture, Fixtures, and Equipment	10%	2,465,400
Contingency	5%	1,232,700
Total Soft Costs		\$7,396,200
Site Work		tbd
Total		\$32,049,900

*Including lobby, pre-function area, restrooms, etc., assuming a net-to-gross ratio of 1.6.

**Assumed to be midpoint between cost for a fully equipped theater (\$500/ SF) and a scaled down theater (\$350/ GSF).

Source: Johnson Consulting



Like the cost for the 1,000-seat, moderately equipped theater option, the cost for the 1,400-seat theater is based on \$425 per square foot for the theater component, amounting to \$32 million for the PAC.

DEMAND PROJECTIONS FOR 1,400-SEAT PAC WITH A MODERATELY EQUIPPED THEATER

Table 1-2 shows an estimate of demand for the Alpharetta PAC option with a 1,400-seat capacity and a moderately equipped theater. The demand estimate is based upon market research, an examination of comparable facilities, and interviews with the CVB, meeting and event planners, show promoters and organizers, and a number of potential facility users.

Table 1-2

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected Demand										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	1	1	2	2	3	3	3	3	3	3
2 Simple(r) Entertainment Events	35	40	45	50	55	55	55	55	55	55
3 Subtotal	36	41	47	52	58	58	58	58	58	58
Non-Entertainment Events										
4 Corporate Events	25	30	35	40	45	45	45	45	45	45
5 Community Events and Others	11	12	13	14	15	15	15	15	15	15
6 Subtotal	36	42	48	54	60	60	60	60	60	60
7 Total	72	83	95	106	118	118	118	118	118	118

Source: Johnson Consulting

Examples of elaborate entertainment productions are Broadway productions, ballets, plays, and other theatrical performances with substantial scene-changing, lighting, and stage-setting requirements, which are best produced at fully equipped theaters. Examples of simple(r) entertainment events are stand-up comedy, musical concerts, mimes, puppetries, and others with minimal staging requirements. Corporate events include product launches, awards ceremonies, et cetera. Community events include public lectures, local school graduations, et cetera.

The table shows that in Year 1, the proposed 1,400-seat PAC option has the potential to attract one elaborate production and 35 simple productions, plus 36 non-entertainment events, for a total of 72 events at the facility. By Year 5, the facility is projected to attract three elaborate productions and 55 simple productions, plus 60 non-entertainment events, for a total of 118 events.

Table 1-3 shows the estimated ticketed performance days at the theater component of the PAC. It is assumed that on average, an elaborate production runs 8 shows while a simpler production runs 3 shows.



Table 1-3

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected Ticketed Performance Days at the Theater										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	8	8	16	16	24	24	24	24	24	24
2 Simple(r) Entertainment Events (b)	105	120	135	150	165	165	165	165	165	165
3 Total	113	128	151	166	189	189	189	189	189	189
Notes:										
a) Assuming an average of 8 shows per production.										
b) Assuming an average of 3 shows per production.										
Source: Johnson Consulting										

As shown in the table, the theater is projected to accommodate 113 shows in Year 1, growing to 189 shows in Year 5.

Table 1-4 shows the estimated number of total used days for the Theater component of the PAC, including event days and preparation days (set-up and tear-down).

Table 1-4

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected THEATER Used Days*										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions (a)	10	10	19	19	29	29	29	29	29	29
2 Simple(r) Entertainment Events (b)	140	160	180	200	220	220	220	220	220	220
3 Subtotal	150	170	199	219	249	249	249	249	249	249
Non-Entertainment Events										
4 Corporate Events (c)	38	45	53	60	68	68	68	68	68	68
5 Community Events and Others (c)	17	18	20	21	23	23	23	23	23	23
6 Subtotal	54	63	72	81	90	90	90	90	90	90
7 Total	204	233	271	300	339	339	339	339	339	339
Notes:										
*Including days for set-up and tear-down.										
a) Assuming additional 1.5 days for set-up/ tear-down of elaborate productions.										
b) Assuming 1 day for set-up/ tear-down of simple(r) productions.										
c) Assuming an average event length at 1.5 days.										
Source: Johnson Consulting										



As shown in the table, the theater component of the PAC is projected to be used for 204 days in Year 1, growing to 339 days in Year 5.

Table 1-5 shows the estimated average attendance by event type for the PAC starting at an average of 80 percent of capacity in Year 1 going to 90 percent capacity in Year 5.

Table 1-5

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected Average Attendance										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	1,120	1,155	1,190	1,225	1,260	1,260	1,260	1,260	1,260	1,260
2 Simple(r) Entertainment Events	1,120	1,155	1,190	1,225	1,260	1,260	1,260	1,260	1,260	1,260
Non-Entertainment Events										
3 Corporate Events	1,120	1,155	1,190	1,225	1,260	1,260	1,260	1,260	1,260	1,260
4 Community Events and Others	400	425	450	475	500	500	500	500	500	500

Source: Johnson Consulting

Table 1-6 shows the estimated total attendance by event type for the PAC.

Table 1-6

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected Total Attendance - Expected Case										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Commercial Entertainment Events										
1 Elaborate Entertainment Productions	8,960	9,240	19,040	19,600	30,240	30,240	30,240	30,240	30,240	30,240
2 Simple(r) Entertainment Events	117,600	138,600	160,650	183,750	207,900	207,900	207,900	207,900	207,900	207,900
3 Subtotal	126,560	147,840	179,690	203,350	238,140	238,140	238,140	238,140	238,140	238,140
Non-Entertainment Events										
4 Corporate Events	28,000	34,650	41,650	49,000	56,700	56,700	56,700	56,700	56,700	56,700
5 Community Events and Others	4,400	5,100	5,850	6,650	7,500	7,500	7,500	7,500	7,500	7,500
6 Subtotal	32,400	39,750	47,500	55,650	64,200	64,200	64,200	64,200	64,200	64,200
7 Total	158,960	187,590	227,190	259,000	302,340	302,340	302,340	302,340	302,340	302,340

Source: Johnson Consulting



Total attendance for the PAC with a moderately equipped theater is estimated at approximately 158,960 in Year 1, increasing to approximately 302,340 in Year 5.

OPERATING PRO FORMA

In order to illustrate the potential of the Alpharetta PAC based on execution of the physical recommendations, Johnson Consulting prepared projections of performance. The above outlined demand projections, including use days, and attendance were used to produce estimated financial operating projections for the Alpharetta PAC. Table 1-7 shows the projected proforma of the 1,400-seat PAC.

Table 1-7

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Projected Operating Revenues and Expenses (\$000)										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Revenues										
1 Rents	\$253	\$299	\$382	\$434	\$529	\$545	\$561	\$578	\$595	\$613
2 Ticket Fees	63	76	95	111	134	138	142	146	151	155
3 Box Office Fees	32	38	48	56	67	69	71	73	75	78
4 Net Food and Beverage	213	263	331	391	473	487	501	516	532	548
5 Reimbursed Event Labor	279	328	420	478	582	599	617	636	655	674
6 Donations/ Memberships	15	15	16	16	17	17	18	18	19	20
7 Advertising/ Sponsorships	12	12	13	13	14	14	14	15	15	16
8 Naming Rights	30	31	32	33	34	35	36	37	38	39
9 Hospitality and Tourism Contribution	100	103	106	109	113	116	119	123	127	130
10 Total	\$998	\$1,166	\$1,441	\$1,642	\$1,961	\$2,020	\$2,080	\$2,142	\$2,207	\$2,273
Expenses										
11 Salaries and Wages	\$346	\$357	\$367	\$378	\$390	\$401	\$413	\$426	\$439	\$452
12 Benefits	115	119	122	126	130	134	138	142	146	151
13 Administrative and General	99	102	105	108	112	115	118	122	126	129
14 Production-related Wages	195	230	294	335	407	419	432	445	458	472
15 Event Expenses	76	90	114	130	159	163	168	173	179	184
16 Maintenance and Repairs	63	74	89	102	118	122	125	129	133	137
17 Building Operation	99	102	105	108	112	115	118	122	126	129
18 Marketing	150	155	159	164	169	174	179	184	190	196
19 Utilities	39	46	55	62	72	75	77	79	81	84
20 Management Fees	150	155	159	164	169	174	179	184	190	196
21 Other	56	59	65	70	77	79	81	84	86	89
22 Total	\$1,388	\$1,487	\$1,636	\$1,748	\$1,913	\$1,971	\$2,030	\$2,091	\$2,153	\$2,218
23 Net Operating Income (Loss)	(\$391)	(\$322)	(\$195)	(\$106)	\$47	\$49	\$50	\$52	\$53	\$55
24 Reserve for Replacement	\$50	\$58	\$72	\$82	\$98	\$101	\$104	\$107	\$110	\$114
25 Net Operating Income (Deficit)	(\$441)	(\$380)	(\$267)	(\$188)	(\$51)	(\$52)	(\$54)	(\$55)	(\$57)	(\$59)

Notes

Line 6 - Donations/ Memberships may be significantly higher based upon marketing efforts of the facility management and community support for the facility.

Line 9 - Funds will be provided by the City.

Line 16 - Also includes such expenditures for the House (theater), stage, orchestra pit, backstage, riggings, lightings, sound systems, etc, and HVAC system.

Line 17 - Includes insurance, licenses, fees, and supplies.

Source: Johnson Consulting



As shown in the table, in Year 1, the proposed Alpharetta PAC option with a 1,400-seat capacity and a fully equipped theater is projected to earn \$998,000 of operating revenues, \$1.39 million of expenses, and generate a (\$441,000) net operating deficit. In Year 5, the PAC is projected to generate \$1.96 million of operating revenues and \$1.91 million in operating expenses, resulting in a negative net operating income of (\$51,000).

REVENUE ASSUMPTIONS

Table 1-8 through **Error! Reference source not found.** summarize the key assumptions utilized in the proforma.

Table 1-8

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Ticket and Rental Rate Assumptions			
	Average Ticket Price	Rental Rate Per Used Day	* Ticket Rev. %
Commercial Entertainment Events			
1 Elaborate Entertainment Productions	\$45.00	\$2,100	3.0%
2 Simple(r) Entertainment Events	\$20.00	\$850	3.0%
Non-Entertainment Events			
3 Corporate Events	na	\$850	na
4 Community Events and Others	na	\$450	na

Source: Johnson Consulting

- **Rent** – is the main source of the income for the PAC. Rental revenue includes any charges for using various areas of the facility. For ticketed performance events, rentals are based on flat rates plus a percentage of ticket revenues. All rental rates are inflated at three percent annually.



Table 1-9

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Other Revenue Assumptions - Expected Case		
Assumptions (Year 1)		
1 Ticket Fees	\$0.50	/ ticketed attendees
2 Box Office Fees	\$0.25	/ ticketed attendees
Food and Beverage		
3 Elaborate Entertainment Productions	\$6.40	/ attendee
4 Simple(r) Entertainment Events	\$4.30	/ attendee
5 Corporate Events	\$15.00	/ attendee
6 Seminars and Meetings	\$15.00	/ attendee
7 Banquets	\$21.00	/ attendee
8 Community Events and Others	\$6.40	/ attendee
9 Net-to-Gross Ratio	20.0%	of gross
10 Reimbursed Event Labor	110.0%	of rents
11 Donations/ Memberships	\$15,000	/ year
12 Advertising/ Sponsorships	\$12,000	/ year
13 Naming Rights	\$30,000	/ year
14 Hospitality and Tourism Contribution	\$100,000	/ year

Source: Johnson Consulting

- **Ticket Fees** – The Events Center is expected to receive a \$0.50 per ticket fee for all ticketed events at the facility.
- **Box Office Fees** – Similar to the ticket fee, the PAC will charge \$0.25 per ticket for all events requiring use of the box office.
- **Net Food and Beverage** – Revenue for net food and beverage sales are net-to-gross ratio and are estimated at 20 percent.
- **Building Labor** – Additional labor required for show productions is assumed to amount to 1.1 times rental revenues.
- **Donations/ Memberships** – Donations and memberships are conservatively estimated at \$15,000 in Year 1. This amount has the potential to be significantly higher based upon the marketing efforts of the facility management and also by community reception of and support for the PAC.
- **Advertising/ Sponsorships** – The advertising/sponsorship revenue is estimated at \$12,000 in Year 1, inflated by three percent annually to \$14,000 by stabilization in Year 5. Depending on strategy, these numbers could be higher.
- **Naming Rights** – Naming rights of the Performing Arts Center is expected to generate \$30,000 annually for a period of ten years.

**EXPENSE ASSUMPTIONS**

Johnson Consulting has generated estimated expenditures for the facility, based upon comparable facilities and other knowledge of the industry.

- **Salaries and Wages** – The PAC is expected to employ a total of 7.0 full-time equivalent staff. Table 1-10 displays the number of personnel at the PAC, including salaries. Total salaries and wages are estimated at \$346,250 in Year 1, increasing to \$390,000 in Year 5. Salaries and wages are adjusted at three percent annually for inflation.

Table 1-10

Alpharetta, Georgia Performing Arts Center 750-seat Option w/ Fully Equipped Theater Estimated Staff Structure			
Position	FTEs	Salary	Total
1 Executive Director	1.00	\$100,000	\$100,000
2 Box Office/ Rental Manager	1.50	\$50,000	75,000
3 Sales/ Talent Bookers	1.50	\$37,500	56,250
4 Admin.	1.00	\$35,000	35,000
5 Security	0.50	\$35,000	17,500
6 Maintenance	0.50	\$35,000	17,500
7 Engineering/Technical	1.00	\$45,000	45,000
8 Total	7.00	—	\$346,250

Source: Johnson Consulting

Other key assumptions used for Benefits through Marketing and Others on the expense side of the proforma are shown on Table 1-11 and described on the following bullet points.



Table 1-11

Alpharetta, Georgia Performing Arts Center 1,000-seat Option w/ Moderately Equipped Theater Expenses Assumptions		
Assumptions (Year 1)		
1 Salaries and Wages	\$346,250	/ year (see Staff table)
2 Benefits	33.3%	of Salaries and Wages
3 Administrative and General	\$1.40	/ gross SF
4 Production-related Wages	70.0%	of Reimbursed Event Labor
5 Event Expenses	30.0%	of building rents
6 Maintenance and Repairs	\$310	/ use days
7 Building Operation	\$1.40	/ gross SF
8 Marketing	\$150,000	/ year
9 Utilities	\$190	/ use days
10 Management Fees	\$150,000	/ year
11 Other	4.0%	of Total Expenses
12 Reserve for Replacement	5.0%	of Gross Revenue

Source: Johnson Consulting

- **Benefits** – Employees benefits are estimated at 33.3 percent of total salaries and wages.
- **Other Administrative and General** – Other administrative and general expenses include any general office expenditures related to day-to-day operations of the PAC. It is estimated at \$1.40 per square foot of the PAC and adjusted at three percent annually thereafter for inflation.
- **Pass through Labor/ Production-related Wages** – Includes expenditures for any additional labor required for event production and is estimated to be 70 percent of the building labor revenue line item.
- **Event Expenses** – Event expenses are estimated to amount to 30.0 percent of building rents.
- **Maintenance and Repairs** – Maintenance and repair expenditures are estimated based upon the number of used days at the PAC. For each used day, \$310 is estimated for maintenance and repair expenditures.
- **Building Operations** – Building operations include insurance, license, equipment leases, et cetera, and are estimated to amount to \$1.40 per gross square foot. Insurance is anticipated to increase at a rate of three percent annually for inflation. This amount could be saved if the City self-insures the property.
- **Marketing** – The expenditure for advertising is estimated at \$150,000 in Year 1, adjusted at three percent annually for inflation.
- **Utilities** – Utility expenditures are estimated at \$190 per use day of the PAC.



- **Management Fees** – Management expenses are assumed at \$150,000 per year, adjusted at three percent annually for inflation.
- **Other Operating Expenses** – Other operating expenditures include any additional expenses not accounted for in the above categories. Other operating expenditures are estimated at four percent of expenses.

ECONOMIC AND FISCAL BENEFIT

Table 1-12 summarizes the estimated economic and fiscal benefits of having a Performing Arts Center in Alpharetta with a 1,400-seat capacity and a moderately equipped theater.

Table 1-12

Alpharetta, Georgia Performing Arts Center 1,400-seat Option w/ Moderately Equipped Theater Summary of Economic and Fiscal Impact		
	ONE-TIME Impact of Construction	ANNUAL Impact of Facility Operations
On-Site Construction Jobs (FTE)	350	na
Economic Impact		
Direct Spending	\$11,536,000	\$24,630,000
Indirect Spending	2,310,000	4,930,000
Induced Spending	1,730,000	3,690,000
Total Spending	\$15,576,000	\$33,250,000
Increased Earnings	\$3,850,000	\$8,210,000
Employment (in FTE Jobs)*	170	369
Fiscal Impact		
Sales Tax	\$740,000	\$2,327,000
Hotel/ Motel Occupancy Tax	na	93,000
Total	\$740,000	\$2,420,000

**Reflects increased employment in the area as a result of (or commonly referred to as "ripple effect" from) direct spending.*
Source: Johnson Consulting

For the Hotel/Motel Occupancy Tax, it is expected that 10,000 room nights will be generated on an annual basis. As shown in the table, the estimated economic and fiscal benefit of the proposed 1,400-seat Alpharetta PAC exceeds the projected operating deficit.



City Council Meeting and Public Hearing STAFF REPORT

Submitting Department: Finance
Submitted By: Thomas Harris
Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: AUTHORIZATION TO RELEASE AN INDICATION OF INTEREST: SOLICIT POTENTIAL PUBLIC/PRIVATE PARTNERSHIP FOR DEVELOPMENT OF A PARKING DECK IN DOWNTOWN ALPHARETTA.

II. RECOMMENDATION:

Please authorize the release of an Indication of Interest to solicit potential public/private partnership in the development of a parking deck in Downtown Alpharetta.

III. REPORT IN BRIEF:

Downtown Alpharetta has become one of the City's most popular destinations. With a growing collection of unique restaurants, shops, and office spaces, together with numerous special events, the Downtown has become a major attraction for both residents and visitors alike. With this increasing popularity, the City has been working on providing additional public parking to meet the demand.

Attached is a draft of an Indication of Interest to solicit such potential partnership.

IV. ALTERNATIVES:

V. ATTACHMENTS:

IOI 18-1003 Downtown Parking Deck

CITY OF ALPHARETTA
INDICATION OF INTEREST (IOI)
(THIS IS NOT AN ORDER)



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

IOI TITLE: DOWNTOWN PARKING DECK INDICATION OF INTEREST

IOI #: 18-1003

IOI RESPONSE DUE DATE/TIME: MARCH 29, 2018; 2:00 PM

IOI ISSUE DATE: MARCH 1, 2018

NUMBER OF PAGES: 29

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT: Debora Westbrook
City of Alpharetta Phone: 678-297-6052 FAX: 678-297-6093
Finance Department Email: purchasing@alpharetta.ga.us
2 Park Plaza Procurement Website: <https://www.ebidexchange.com/alpharetta>
Alpharetta, GA 30009

INSTRUCTIONS TO SUBMIT AN INDICATION OF INTEREST (IOI):

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM; FRI 8:30 AM-4:30 PM
2. IOI (INDICATION OF INTEREST) PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **FOUR** PAPER COPIES OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. NO PUBLIC OPENING WILL BE HELD FOR IOI RESPONSES

RETURN SEALED IOI TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR GREETER STATION
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: DEBORA WESTBROOK

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFQ Title & Number as noted on top of this page
RFQ Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with an Indication of Interest, the authorized signer and represented firm have read, understand, and agree to information within this IOI:

FIRM/CONTRACTOR NAME: _____

FIRM/CONTRACTOR MAILING ADDRESS: _____

FIRM/CONTRACTOR PHONE NUMBER(S): _____

FIRM/CONTRACTOR FAX NUMBER(S): _____

EMAIL ADDRESS OF CONTRACTOR'S CONTACT: _____

AUTHORIZED CONTRACTOR SIGNATURE: _____

PRINTED NAME OF SIGNER: _____

CONTRACTOR FEDERAL I.D. NUMBER: _____

CONTRACTOR DUNS NUMBER: _____

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
IOI Issue Date	March 1, 2018
Deadline for Receipt of Written Questions.....	March 16, 2018; 4:00 PM
Submit each written question or request for information separately using the question tab and entry field found within the solicitation posting at https://www.ebidexchange.com/alpharetta	
Deadline for Posting of Written Answers to City Website	March 22, 2018; 4:00 PM
Answers to questions for clarification can be found within the question tab found within the solicitation posting at https://www.ebidexchange.com/alpharetta. All substantial changes to the City's intent will be posted by written addendum	
IOI Response Due Date/Time	March 29, 2018; 2:00 PM
Regardless of cause, late responses will not be accepted and will automatically be disqualified from further consideration.	

CITY HALL HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 8:30 AM – 5:00 PM;
Friday 8:30 AM – 4:30 PM

(All time references in this document are understood as local, Eastern Time for our City, Alpharetta, GA.)

PROJECT OVERVIEW

The City of Alpharetta (the "City") is considering the establishment of a public/private partnership for the development of a parking deck in the downtown. Downtown Alpharetta has become one of the City's most popular destinations. With a growing collection of unique restaurants, shops, and office spaces, together with numerous special events, the Downtown has become a major attraction for both residents and visitors alike. With this increasing popularity, the City has been working on providing additional public parking to meet the demand.

The City is distributing this Indication of Interest notice to all interested parties. Minimum criteria that must be satisfied by the potential Private Sector Partner are as follows:

- Land situated in the central business district of downtown (defined as Downtown Core District, see Appendix E) sufficient to accommodate 150 public garage spaces.
- The ability to begin construction within 18 months.
- City of Alpharetta Disclosure Form and Certificate of Non-Collusion (See Appendix A).
- Property Owner's Authorization (See Appendix C) demonstrating legal ownership or Authorized Agent for subject property.

Offerors are encouraged to identify unique characteristics of their proposal that will enhance the success of this endeavor. An Offeror may identify any additional considerations, terms, and/or conditions not specifically contemplated by the IOI that the Offeror believes should be considered as part of the Project Overview, so long as such additional considerations, terms, and/or conditions are clearly and conspicuously set forth in a clearly labeled section entitled, "Additional Considerations, Terms, and/or Conditions."

For review by those interested in this project, included in Appendix D of this document is an excerpt from the Downtown Alpharetta Parking Study dated November 2017 that contains information about current parking inventory, utilization, and expected demand. Also attached as Appendix E is a map of the Downtown Core District. As noted in the City's Downtown Master Plan, land use for this area is proposed, "to encourage the clustering of walkable retail and restaurant activity between Old Milton Parkway on the south and Church Street to the north."

SECTION 1: IOI INSTRUCTIONS

1.0 Single Point of Contact

- Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement, except at the direction of the Procurement Agent in charge of this solicitation as designated by the Procurement Officer.
- Any unauthorized contact may disqualify the Offeror from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	<u>Debora Westbrook</u>
Address:	City of Alpharetta Finance Department Budget & Procurement Team 2 Park Plaza Alpharetta, GA 30009
Telephone Number:	<u>678-297-6052</u>
Fax Number:	<u>678-297-6093</u>
E-mail Address:	<u>purchasing@alpharetta.ga.us</u>

1.1 Required Review

1.1.1 Review IOI: Offerors should carefully review this IOI in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which may be discovered upon examination of this IOI.

1.1.2 Addenda: The City may revise this IOI by issuing an addendum prior to its Due Date and Time. The addendum will be posted on the City's website alongside the posting of the IOI at <https://www.ebidexchange.com/alpharetta>.

- Any publicly issued addendum will become part of the IOI documents and subsequent contract.
- Offerors must sign and return any addendum acknowledgement page with their IOI.
- Failure to submit IOI in accordance with an addendum may be cause for rejection.
- In unusual circumstances, the City may postpone an opening/due date and time in order to notify vendors of an addendum and to give Offerors sufficient time to respond to the addendum.
- It is the Offeror's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this project.

1.1.3 Form of Questions: Offerors with questions, requiring clarification, or interpretation of any section within this IOI must address these questions in writing using the question tab and entry field found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.

- Questions must be received by the City on or before **4:00 PM, March 16, 2018**.
- Each question shall be entered separately.
- Each question must provide clear reference to the section, page, and item in question.

Questions received after the deadline may not be considered.

1.1.4 City's Answers: The City will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4*.

- Answers to questions for clarification can be found within the question tab found within the solicitation posting at <https://www.ebidexchange.com/alpharetta>. Registration and login is required to view documents, ask questions, and view the City's responses.
- All questions will be answered either within the question tab for the solicitation or in an officially posted addendum by or before **4:00 PM, March 22, 2018**.
- Any material changes to the IOI, including changes to the Requirements, Calendar of Events, etc., will be formally communicated through an addendum that will be added to the solicitation posting, which can be found at <https://www.ebidexchange.com/alpharetta>.
- Offerors must sign and return any addendum acknowledgement page with their IOI (see Section 1.1.2).
- Any other form of interpretation, correction, or change to this IOI will not be binding upon the City.

1.2 (section not used)

1.3 Submitting a Sealed Indication of Interest (IOI)

1.3.1 Failure to Comply with Instructions: Offerors failing to comply with these instructions may be subject to ranking reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any IOIs that do not follow this IOI format, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Offerors **must** respond to this IOI by completing the required standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the award process commenced. See *Appendix A* for further instructions.

1.3.3 Standard Contract: By submitting a response to this IOI, Offerors agree to enter into negotiations and execute a contract. Contract execution will take place only upon contract award by the City Council.

1.3.4 Offeror's Signature:

- The first page of this IOI and any other pages requiring signatures must be signed in ink by an individual authorized to legally bind the business submitting the IOI and must be submitted with the response.
- The Offeror's signature on an IOI in response to this request represents, warrants, and guarantees that the information is provided without collusion and without effort to preclude the City from obtaining the best possible supply or service.
- By signing and submitting an IOI, Offeror acknowledges and agrees that the Offeror has carefully examined and fully understands the provisions and requirements of this IOI; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Offeror is shortlisted and then the Offeror's Proposal is accepted, Offeror will enter into a contract with the City and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the IOI must be furnished upon request.

1.3.5 Organization of Indications of Interest: Each IOI must be organized in the order set forth in Section 3 of this IOI. Paper Original and Copy sections shall have tabs separating each section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late IOI: Regardless of cause, late IOIs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the receptionist's desk at the designated office by the designated time. Late IOIs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

IOI Withdrawal: An Offeror who has submitted an IOI early and then requests to withdraw their IOI prior to the IOI due date and time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

An Offeror requesting to withdraw an IOI after the IOI due date and time will be required to submit a letter within two business days of the due date and time with documented facts supporting the reason for withdrawal. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

IOI Correction: If an error is discovered prior to the IOI due date and time, the Offeror may submit a corrected IOI. The corrected IOI should be clearly marked that it replaces the IOI originally submitted.

If an obvious clerical error is discovered after the IOI due date and time, the Offeror may submit a letter to the designated Procurement Agent within two business days of IOI due date and time, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened IOIs for reasons other than obvious clerical errors are not permitted.

1.4 Cost of Preparing an IOI

1.4.1 City Not Responsible for Preparation Costs: The costs for developing and delivering responses to this IOI and any subsequent presentations of the IOI as requested by the City are entirely

the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their IOI.

1.4.2 All Timely Submitted Materials Become City Property: All materials submitted, including those from awarded Offeror as well as those from unsuccessful Offerors, in response to this IOI become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this IOI process.

1.5 Accessing Procurement Opportunities and Vendor Registration

1.5.1 Accessing Procurement Opportunities Online: Offerors interested in responding to this IOI can locate all associated documents at <https://www.ebidexchange.com/alpharetta>. Registration and login at this eBid Systems site is required to view/download documents and view/ask questions.

1.5.2 Vendor Registration: Offerors may also register as a vendor with the City by going to www.alpharetta.ga.us, select the **Business** dropdown, and then choose **Vendors**. Web based registration is the method of registration used by the City for all transactions such as contracts, purchase orders, payments, etc. An Offeror may submit an IOI without first entering vendor registration, but online registration is required of an awarded contractor.

SECTION 2: IOI RECEIPT AND EVALUATION PROCESS

2.0 Authority

This IOI is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of IOIs and Public Inspection

2.1.1 Public Information:

Upon receipt of all sealed Indication of Interests, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed nor shall the IOIs be considered open record until after council award. All information received in response to this IOI, including copyrighted material, is deemed public information, and will be made available for public viewing and copying shortly after the council award with the following five exceptions:

1. bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Offeror has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Offeror of its intent to disclose such information prior to its initial disclosure as required by law;
2. matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Offeror will not be disclosed;
4. any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and

5. any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

2.1.2 Procurement Agent's Review of IOIs: Upon opening the sealed IOIs received in response to this IOI, the Procurement Agent in charge of the solicitation will review the IOIs and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the IOI;
- IOI does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each IOI containing trade secrets.

Information separated out under this process will be available for review only by the Procurement Officer, Procurement Agent, the Evaluation Committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.2 Classification and Evaluation of IOIs

2.2.1 Initial Classification of IOIs as Responsive or Nonresponsive: All IOIs will initially be classified as either "responsive" or "nonresponsive".

1. IOIs may be found nonresponsive any time during the evaluation process if:
 - any of the required information is not provided; or
 - the IOI is not within the plans and specifications described and required in the IOI.
 - IOIs found nonresponsive will not be considered further.
2. The Procurement Officer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process if information surfaces that would result in a determination of non-responsibility.
 - If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected Offeror.

2.2.2 Evaluation of IOIs: The Evaluation Committee will evaluate the remaining IOIs and recommend whether to award to the highest-ranking Offeror or add to the Approved list to participate in any subsequent RFP process; or if necessary, to seek additional information in order to determine the highest-ranking Offeror(s).

All responsive IOIs will be evaluated based on stated evaluation criteria (*Section 4*). These rankings will be used to determine the most advantageous offering(s) to the City.

2.2.3 Completeness of IOIs: Selection and award will be based on the Offeror's IOI and other items outlined in this IOI. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal IOI or additional information, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.2.4 Opportunity for Interview: After receipt of all IOIs and prior to the determination of the award (or addition to Approved list for subsequent process), the City may invite Offerors to an interview to clarify their IOI response or to further define the IOI. Offerors should be prepared to send qualified

personnel to the City to discuss technical and contractual aspects of the IOI. Interviews, if requested, shall be at the Offeror's expense.

2.2.5 Evaluation Committee Recommendation for Award or Shortlisted Offeror List: The Evaluation Committee will provide a written recommendation to council for any award. If it is determined to be necessary, the Evaluation Committee may develop and present a shortlist including the highest ranked Qualified Contractors to the Procurement Officer that contains the ranking and related supporting documentation for its decision. The Procurement Officer will review the recommendation to ensure its compliance with the IOI process and criteria before concurring with the Evaluation Committee's recommendation.

Only the Offerors included in the shortlist may be invited to participate in any subsequent ITB/RFP, negotiations, or interviews for the good/service detailed herein. Contract award, if any, will be made through the process to the successful Bidder(s)/Offeror(s) who provides all required documents and successfully completes the contract negotiation process.

IOI's may not result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process followed.

2.3 City's Rights Reserved

While the City has every intention to continue on to an eventual contract award, issuance of the IOI in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this request at any time. A notice of cancellation will be issued on the City's website. If the request is cancelled, the City will not reimburse any vendor for the preparation of their response. Responses may be returned, at Offeror's expense, upon request if unopened;
- reject any or all submissions received in response to this request;
- waive and/or amend any undesirable, inconsequential, or inconsistent provisions/ specifications of this IOI which would not have significant impact on any submission;
- not award if it is in the best interest of the City not to proceed with contract execution;
- terminate any contract if the City determines adequate funds are not available.

SECTION 3: INDICATION OF INTEREST (IOI)

3.0 Organization of IOI

Each IOI must be organized in the order set forth below. Paper Original and Copy sections shall have tabs separating each section. Each IOI and Copies must be submitted in a sealed envelope/package. If a Cost Proposal is requested, it is to be within a separate sealed envelope within the sealed IOI package.

Sealed IOI envelope/package must be marked on the exterior with the following:

- Offeror's Name,
 - IOI #,
 - IOI Title, and
 - IOI Response (IOI) Due Date/Time.
1. **Cover Page** – Offeror's authorized official to complete, sign, and return with IOI response;
 2. **Section 3, Indication of Interests** – include all requested documents, information, exceptions, clarifications, etc.
 3. **Appendix A, Disclosure Form and Certificate of Non-Collusion** – Complete, sign, and return with

IOI response;

4. **Additional Appendices** (ONLY if applicable) – include all requested documents and information
5. **Addenda Acknowledgement**– (ONLY if applicable) Offeror must complete, sign, and return Page 1 Addendum Acknowledgement with IOI acknowledging receipt and adherence to any changes in the IOI.
6. **Appendix C, Property Owner's Authorization** – complete and return with all information requested and all signatures in place.

3.1 IOI Copies Required; Deadline for Receipt:

1. Each IOI must be received in sealed, opaque packaging.
2. IOIs must be at the location noted below prior to the IOI Response (IOI) Due Date/Time **2:00 PM (EDT)**, on **March 29, 2018**. Each IOI response received must be delivered to this location and Time/Date stamped upon delivery.

City of Alpharetta City Hall 1 st Floor Greeter Station 2 Park Plaza Alpharetta, GA 30009 Attn: Debora Westbrook

3. Faxed or e-mailed responses to the IOI are NOT accepted and will not be reviewed.
4. Offerors must submit the following number of IOI copies to the address set forth on the Cover Page:
 - A. **One (1) Hard Copy Unbound** (3-ring binder OK), marked "Original" with original signatures;
 - B. **Four (4) Hard Copies Unbound** (3-ring binder OK), marked "Copy";
 - C. **One (1) CD-ROM or Flash Drive copies.**
 - a. Mark all CD's or Flash Drives with Offeror's name and IOI name and number.
 - b. All digital files must be in either:
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the City is unable to open files due to data-corruption, the Offeror's IOI may be considered incomplete.
 - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

3.2 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

In determining the capabilities of an Offeror, the following informational requirements must be met.

Note: Each item must be thoroughly addressed. Offerors taking exception to any requirement listed in this section may be removed from consideration.

3.3 Experience and Qualification Requirements

The Offeror should:

1. Prove to the satisfaction of the City that the Offeror has the skill and experience and the necessary facilities and ample financial resources to perform any resulting contractual agreement(s) in a

satisfactory manner and within the required time. If the available evidence of competency of any Offeror is not satisfactory, the proposal of such Offeror may be rejected. The successful Offeror is required to comply with and abide by all applicable federal and state laws in effect at the time any contract is awarded.

2. Demonstrate previous experience in developing pedestrian focused projects.
3. Provide the detailed proposed steps and time frames necessary for the completion of the project.
4. Demonstrate their financial stability to provide the minimum commitments (and any additional commitments made by Offeror) by providing financial statements, preferably audited, for two (2) consecutive years immediately preceding the issuance of the IOI.

3.4 Disclosure Form and Certificate of Non-Collusion

By submitting an indication of interest, the Offeror represents and warrants that such interest is genuine and not sham or collusive or made in behalf of any person not therein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from responding and that the Offeror has not in any manner sought by collusion to secure to that Offeror any advantage over any other Offeror.

See Appendix A for City of Alpharetta Disclosure Form and Certificate of Non-Collusion. This form must be completed in its entirety, signed by the firm's authorized signer, and returned with your response in order for the response to be eligible for consideration.

SECTION 4: EVALUATION CRITERIA

4.0 Evaluation Criteria

All IOIs received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the IOI package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. Only responsive IOIs will be given to Evaluation Committee for further review.

The Evaluation Committee will evaluate the remaining IOIs and determine a ranking based on the information provided in response to *Project Overview* and *Section 3* requirements of this IOI. In ranking, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified IOI responses in terms of differing quality and contractual factors. These rankings will be used to determine the most advantageous offering to the City.

Any IOI that fails to achieve a passing ranking for any part/section for which a passing ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the Evaluation Committee may either create a shortlist made up of a grouping of the highest-ranking Offerors to proceed to the RFP process; invite Offerors to an interview to clarify their IOI response or to further define the IOI; or may determine to present an award recommendation to Council to the highest-ranking Offeror(s). In the event of a shortlist or the need for interviews, Offerors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation.

SECTION 5: TERMS AND CONDITIONS

Contract Terms and Conditions refer to the outcome but an IOI does not necessarily result directly in a Contract Award. An IOI may be Step 1 of a multi-staged process.

The City's standard terms and conditions, which will be incorporated into the Contract, will be fully set forth during negotiations. The sections offered below are relevant to required information within the IOI process. Offerors should notify the City of any Terms and Conditions that either preclude them from responding to this IOI or add unnecessary cost. Such notification must be made by the deadline for receipt of written questions or with the Offeror's IOI. Any requests for material, substantive, important exceptions to the Terms and Conditions received by the deadline for receipt of written questions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

5.1 Additional Contract Provisions and Terms

This IOI, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the awarded Offeror's IOI, including any amendments thereto, a best and final offer, any clarification question responses, and any negotiations may be included in the resulting contractual agreement (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions do not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under any resulting contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

5.2 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). Bidders/Offerors should include a fully executed E-Verify affidavit as part of their ITB/RFP/IOI submission.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"

(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

5.3 Compliance with Laws

The Contractor shall fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

5.4 Title VI of the Civil Rights Act of 1964

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer by calling (678-297-6014) or emailing jdrinkard@alpharetta.ga.us.

5.5 Contract Termination

The City may, by written notice to the Contractor, terminate any resulting contract without cause. The City must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this IOI.

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original IOI package. It is not required to include forms in IOI Copies.

- Forms Required to be Returned With Every IOI Submitted:
 1. City of Alpharetta Disclosure Form and Certificate of Non-Collusion
- Forms that may be required at a later date based on the executing of any resulting agreement and available to City for review upon request. Form copies have not been included in this IOI:
 2. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
 3. Request for Taxpayer Identification Number and Certification (W-9)
 4. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
 5. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

City of Alpharetta Disclosure Form and Certificate of Non-Collusion



DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION

Offeror must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response.

Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☐ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Authorized Signature:

Printed Name and Title of Person
Signing:

Date:

Firm's Address:

Contact's Email Address:

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

APPENDIX B: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the Procurement process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: the formal written agreement executed by the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: collectively refer to the ITB, RFP, IOI, or IOIC as issued by the City and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.

Contractor: the successful Bidder or Offeror to whom (or which) a contract resulting from the ITB, RFP, IOI, or IOIC is awarded by the City, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Indication of Interest (also known as IOI, Expression of Interest, EOI): A formal statement by an organization, company, or investor stating their intention to become involved in a particular opportunity, investment, project, or job. Typically an IOI is a multi-staged process.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the City due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (also known as ITB, Competitive Sealed Bids, Request for Bids, or Bid): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the City to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Alpharetta-Roswell Revue & News.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Offeror: One who submits a response to a Request for Proposal (RFP).

Procurement Agent: Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Indications of Interests.

Procurement Officer: Finance Director or his/her designee.

Project: the entire services, function, construction, work product, Improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB, RFP, IOI, or IOIC and the Contract Documents and as generally described in the title to this ITB, RFP, IOI, or IOIC.

Proposal: a document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.

Request for Proposals (also called Formal Sealed Proposal, RFP or Proposal): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.

Request for Qualifications (also called IOI, Request for Qualified Contractors, or IOIC): The Formal Request for Qualifications is a prequalification process used to obtain Indications of Interests from contractors prior to issuing the solicitation. An IOI is often Step 1 of a two-step process followed by an RFP or ITB to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.

Responsible: The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Specifications: A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

Indication of Interests (also called IOI): Response to an IOIC which includes the qualifications of the contractor to provide or supply the requested services.

Work: the furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB, RFP, IOI, or IOIC hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX C: PROPERTY OWNER AUTHORIZATION**Property Owner Information**

Owner Name: _____ Telephone: _____

Mailing Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

Subject Property Information for this Authorization in Response to IOI #17-1008

Property Address/ Situs Address _____

Property Parcel ID #: _____ Property Land Acres _____

City: _____ State: _____

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified above.

So Sworn and Attested:

Owner Signature _____ Date: _____

Notary:

Notary Signature: _____ Date: _____

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as my Authorized Agent in connection with an offer made in response to this Indication of Interest.

Identify Authorized Agent:

Authorized Agent Name: _____ Telephone: _____

Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

So Sworn and Attested:

Owner Signature _____ Date: _____

Notary:

Notary Signature: _____ Date: _____

APPENDIX D: EXCERPT FROM DOWNTOWN PARKING STUDY; NOVEMBER 2017

Downtown Alpharetta Parking Study

STUDY UPDATE: DRAFT SUMMARY OF FINDINGS AND
RECOMMENDATIONS

NOVEMBER 2017

Study Background

The City of Alpharetta and a team led by TSW, Nelson\Nygaard Consulting Associates and Stantec initiated a parking study in February 2017 in response to downtown Alpharetta's rapid growth and development. This study began along with the construction of the City Center development, and with several other infill development projects expected (with many announced over the course of the study).

The study has consisted of three primary analysis tasks:

1. Collecting data on parking inventory, or counting the number of downtown spaces;
2. Collecting data on parking utilization to understand how parking inventory is currently being used; and
3. Comparing the utilization to an expected level of parking demand based on downtown's land uses.

Findings of the Analysis

When considering the entire system, downtown's parking is not heavily occupied, although the core business district around Milton Avenue and Main Street sees relatively high levels of activity. In particular, parking facilities closest to retail establishments are heavily used.

To better understand the dynamics of parking in downtown, the study also considered two scales: **a larger study area** comprising the Downtown Core district as defined in the Downtown Alpharetta Master Plan (essentially the greater Main Street corridor from Pine Grove Drive to Old Milton Parkway) and **a smaller study area** focused on the central business district of downtown, consisting of a much smaller radius around the intersection of Main Street and Milton Avenue.

The following series of tables and graphics over the following pages illustrates the result of the three analysis tasks described above.

INVENTORY

The overall downtown study area has approximately 3,500 spaces today, although many of these are concentrated in a small number of large facilities. Specific breakdown of the parking inventory is defined in Table 1 to the right.

Two of these large facilities are downtown's main churches: the First United Methodist Church, which has 602 parking spaces, and the First Baptist Church, which has 199.

In addition, the City Center Garage has 445 spaces, with most of these expected to support new land uses that will come to downtown with completion of the City Center development and a small number continuing to support the Alpharetta City Hall and Public Library.

The Publix supermarket at the south of the study area also has 275 total spaces.

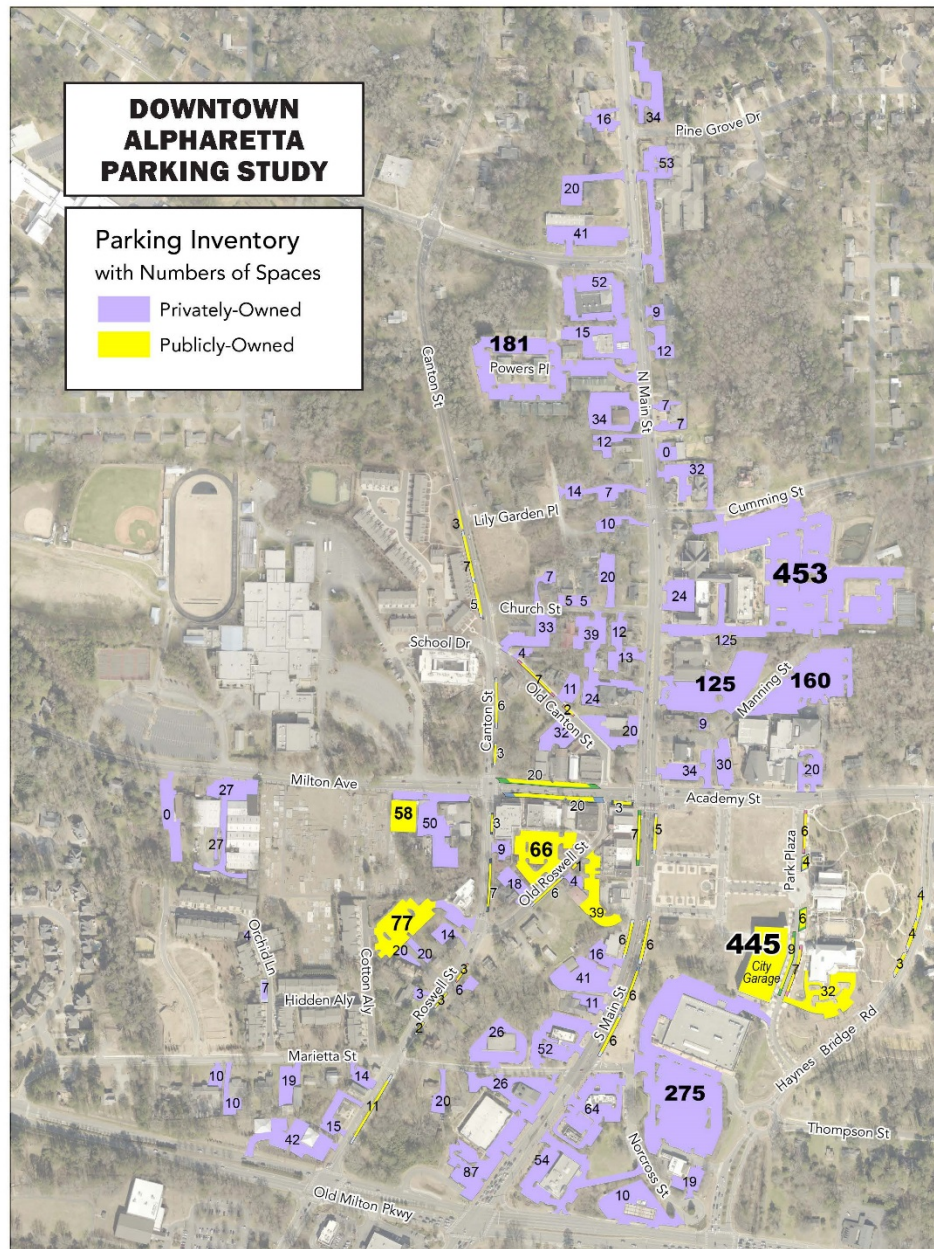
At the time of the study's data collection in April 2017, the on-street parking for the City Center development was not accessible to the public, as the streets supporting this development were closed for site construction. These approximately 80 spaces will be available to the public again once the City Center site reopens.

Figure 1 on the following page illustrates the location and number of parking spaces in all of downtown's facilities.

Table 1: Summary of Inventory

Parking Facility Type	Number of Spaces
TOTAL SPACES	3,517
PRIVATE SPACES	2,609
Non-Disabled Spaces	2,536
Disabled Spaces	73
PUBLIC SPACES	908
On-Street Spaces	191
Non-Disabled Spaces	185
Disabled Spaces	6
Off-Street Lots	272
Non-Disabled Spaces	260
Disabled Spaces	12
Off-Street Garage	445
Non-Disabled Spaces	438
Disabled Spaces	7
Regulated Spaces (of all public spaces)	76
Unregulated Spaces (of all public spaces)	832

Figure 1: Map of Inventory



Downtown Alpharetta Parking Study - DRAFT SUMMARY

Page 3

UTILIZATION

The study team performed a series of utilization counts to measure how many parking spaces were in use at different times of a typical weekday. This included both public and private spaces in order to understand where demand is concentrated—regardless of ownership of the parking.

Table 2 below summarizes this utilization, and Figures 2 through 4 on the following pages illustrate utilization by different basic levels.

Overall, while it appears from the summary table that downtown's parking is not heavily utilized, focusing on specific parking types and locations shows that utilization is highly uneven. On-street parking, for instance, is always at least half full

throughout the day, but in the core commercial district of downtown, especially along Milton Avenue, these spaces are at times over 90 percent used—an amount that the parking practice considers to be functionally full for a given facility and a condition where motorists may not be able to find an available space in a given cluster of spaces.

Regulated spaces, or those spaces with time limits currently imposed, include these core business district on-street spaces as well as a number of the spaces in the City's Old Roswell Street lot. These see the highest amount of use of any in the study area, and are nearly 100 percent full in the evening.

Table 2: Summary of Utilization

Parking Facility Type	Number of Spaces	Morning Utilization (8 am - 12 pm)		Midday Utilization (12 pm - 4 pm)		Evening Utilization (4 pm - 8 pm)	
TOTAL SPACES	3,517	935	26.6%	1,268	36.1%	1,001	28.5%
PRIVATE SPACES	2,609	660	25.3%	872	33.4%	667	25.6%
Non-Disabled Spaces	2,536	633	25.0%	813	32.1%	629	24.8%
Disabled Spaces	73	13	17.8%	17	23.3%	8	11.0%
PUBLIC SPACES	908	275	30.3%	396	43.6%	334	36.8%
On-Street Spaces	191	92	48.2%	123	64.4%	135	70.7%
Off-Street Lots	272	109	39.3%	170	62.5%	164	60.3%
Off-Street Garage	445	90	20.2%	161	36.2%	77	17.3%
Regulated Spaces (of all public spaces)	76	39	51.3%	52	68.4%	73	96.1%
Unregulated Spaces (of all public spaces)	832	252	30.0%	386	48.3%	303	36.4%

Figure 2: Map of Morning Parking Utilization

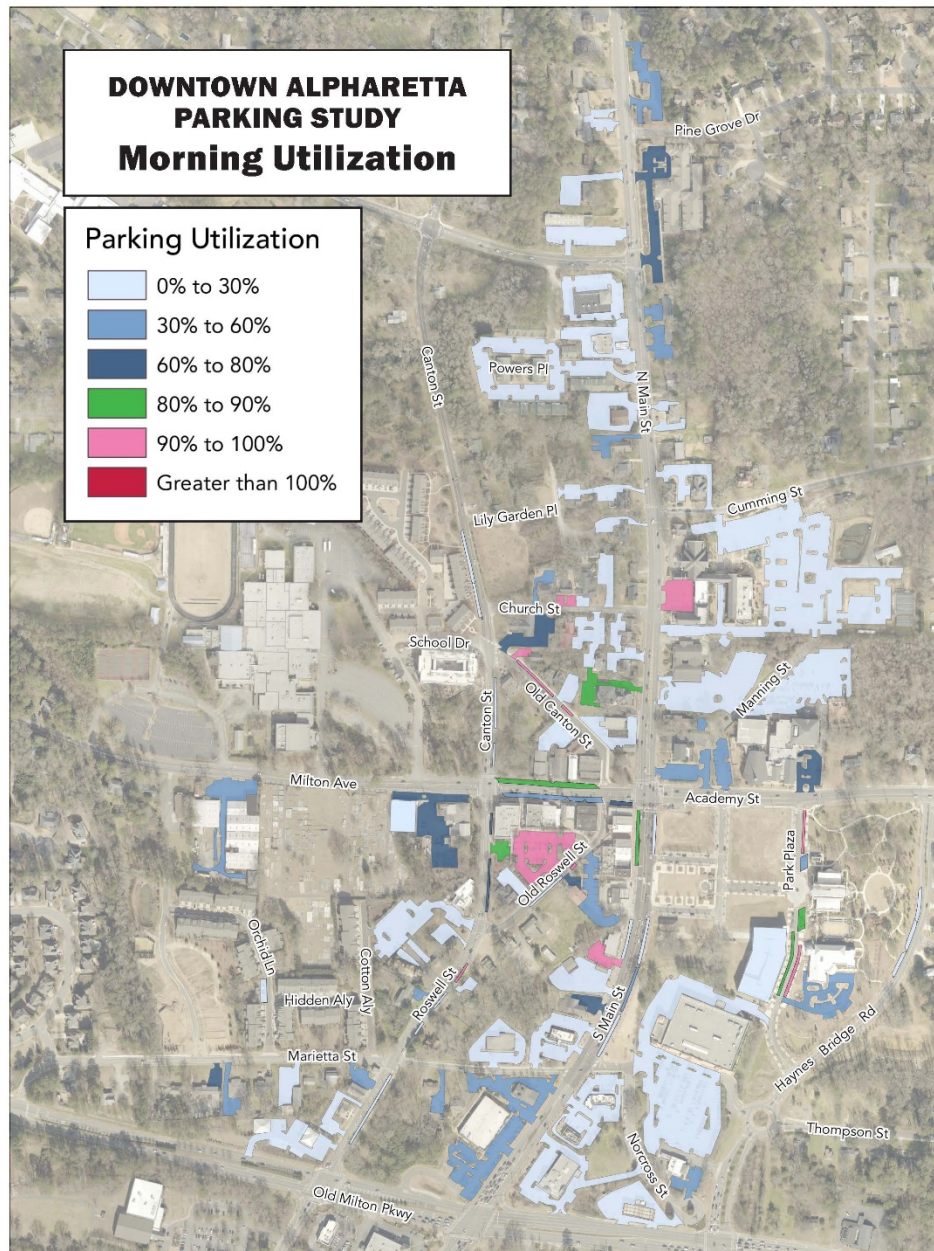


Figure 3: Map of Midday Parking Utilization

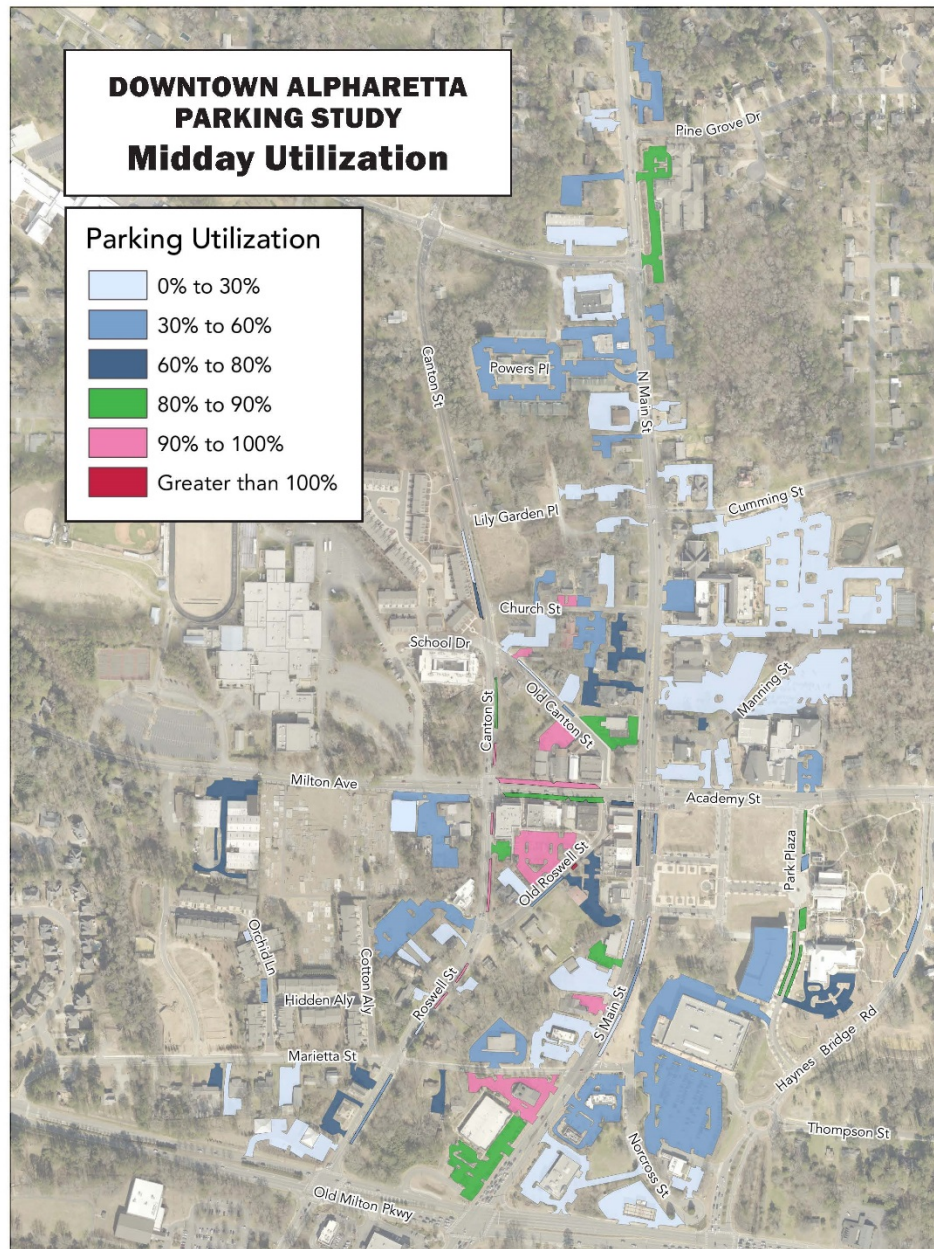
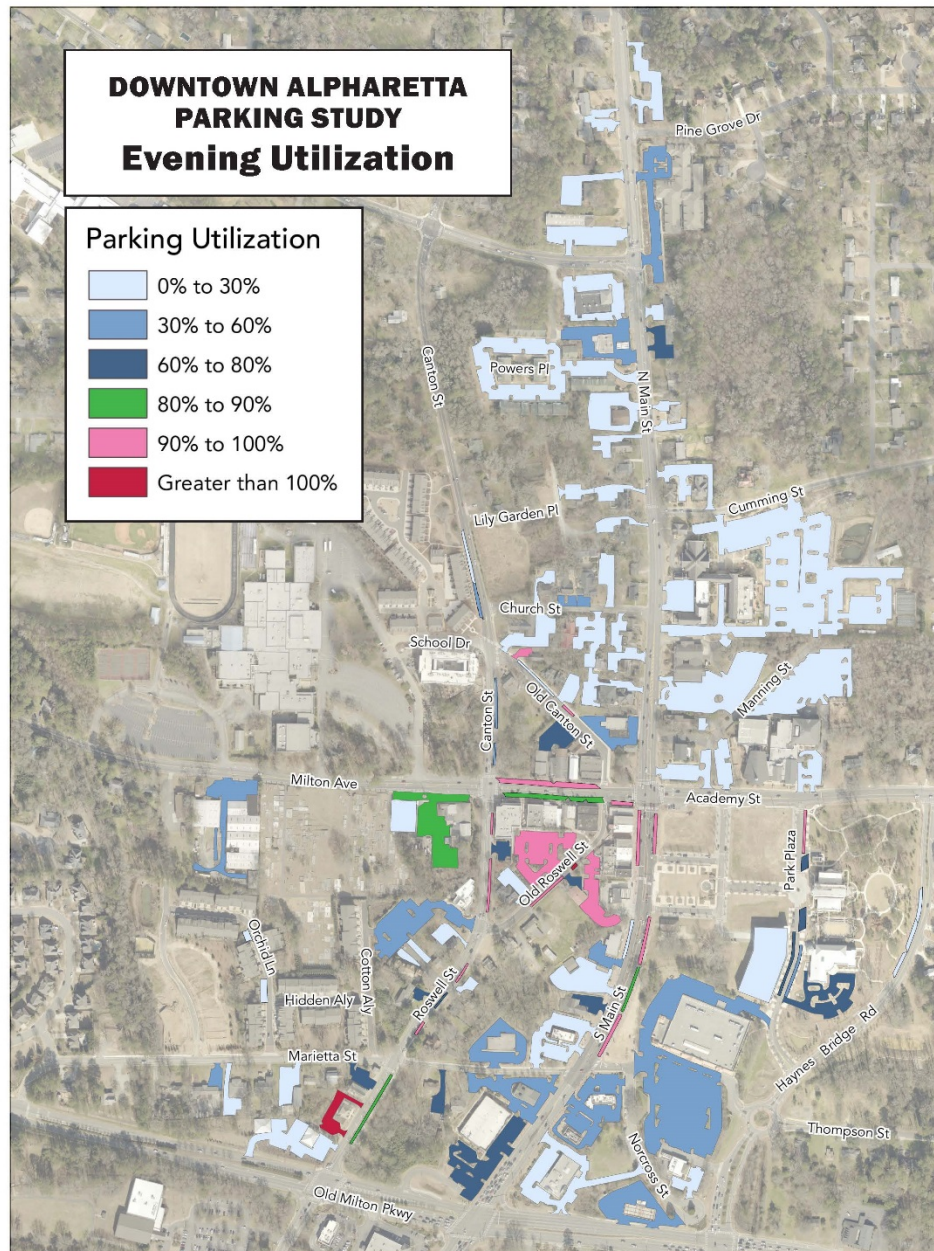


Figure 4: Map of Evening Parking Utilization



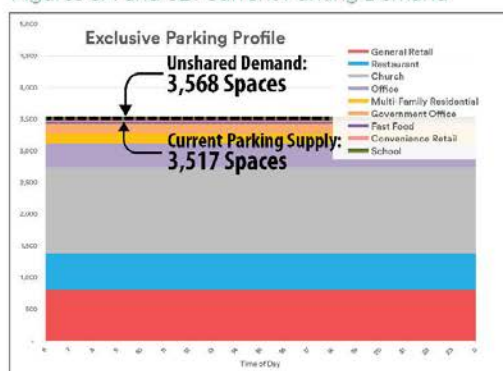
COMPARING UTILIZATION AND EXPECTED DEMAND

The study is based on planning ahead for ongoing and continued future growth in downtown so that decisions may be made to manage downtown's parking supply appropriately. To do this, the study has considered both current parking demand and future parking demand.

The study also distinguishes between the unshared demand that results from all parking facilities exclusively supporting a single use and the real demand that reflects when different land uses truly demand their full range of parking—a dynamic influenced by operating hours and when residents are at home.

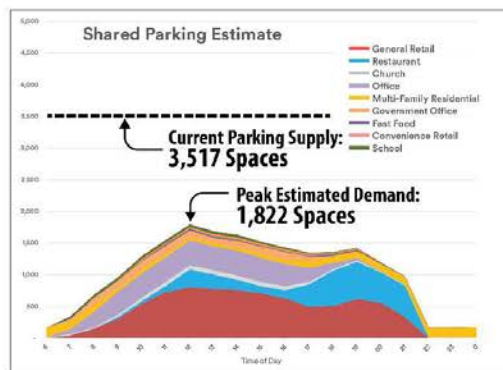
The following figures illustrate these estimated demand levels and how they compare.

Figures 5A and 5B: Current Parking Demand



Currently, the 3,517 spaces are close to the amount of parking demand that would be expected if all parking supported only one land use, based on current land uses today.

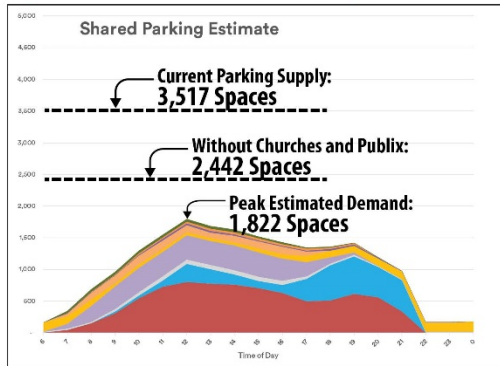
We know from meetings with council, staff and stakeholders that this is not the case: many developments already use some degree of sharing or lease spaces in City facilities.



By estimating the real demand, which considers when different land uses actually observe their parking demand happen throughout the day, the study has offered a point of comparison on how much less parking could serve downtown if all of it were shared.

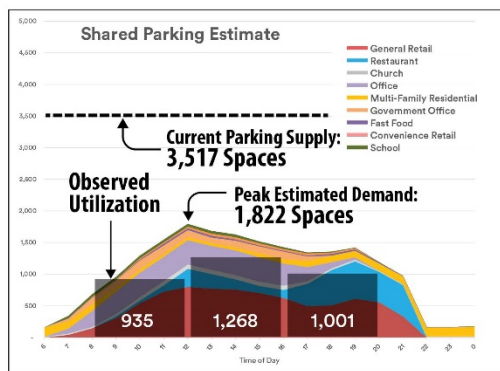
It is helpful to think of this as the "true parking demand" compared to the amount that would be expected if simply building to conventional zoning requirements. This has given the study a place to reconsider zoning requirements, especially for office developments, given the larger supply that may be available for sharing.

Figures 6A and 6B: Current Parking Demand



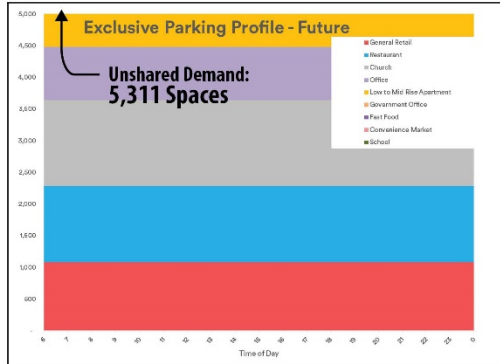
Certainly, some of the available parking downtown is not open for public use without special permission or arrangements.

When the large facilities described previously are removed from the inventory, the estimated real demand is much closer to the supply of parking today.

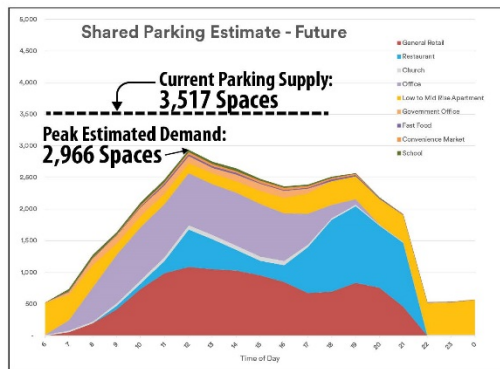


Although real utilization of parking as measured in the three different weekday counting periods is much lower than this peak estimated demand, the utilization (as shown in the maps on Figures 2 through 4) is highly concentrated.

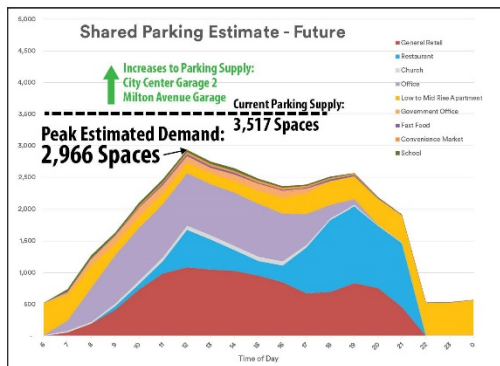
Figures 7A, 7B, and 7C: Future Parking Demand



Reviewing current demand, as shown on the diagrams on the last page, adding in future parking demand, both from development under construction and that is in the approval process, suggests that a significantly greater amount of parking demand may be expected.

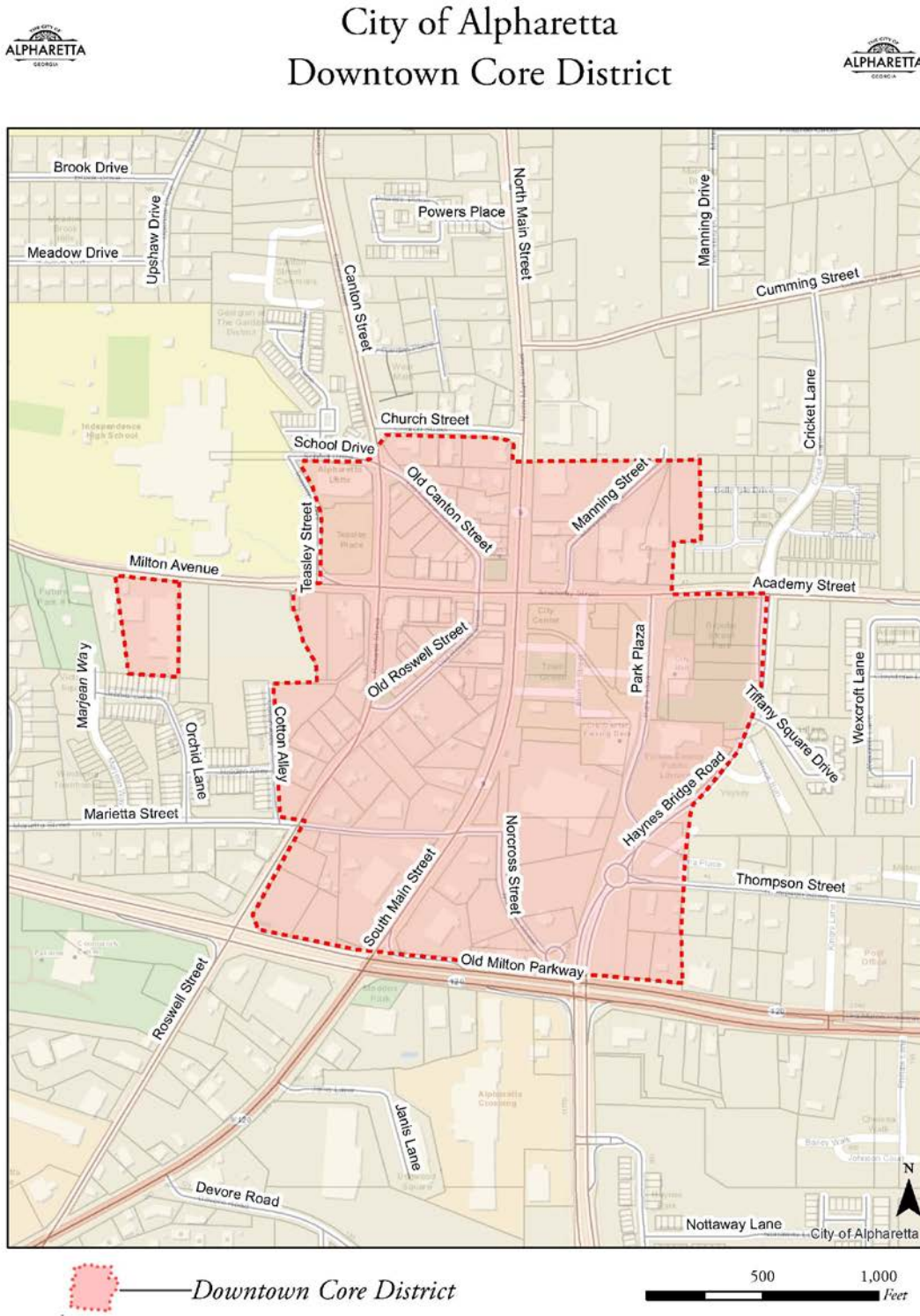


Even when considering the real demand of the added development, this begins to approach current supply.



There will be increases to the parking supply with construction of the City's Milton Avenue garage and additional parking in the City Center development beyond the existing garage. However, the growth of downtown points to a need for revisions to management techniques.

APPENDIX E: DOWNTOWN CORE DISTRICT





City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE:

PUBLIC SAFETY: BODY-WORN AND IN-VEHICLE CAMERA (RFP 18-103)

II. RECOMMENDATION:

Please award RFP 18-103 to Utility Associates Inc. for the Body-Worn and In-Vehicle Camera System for Public Safety Officers inclusive of all implementation services, hardware, software licenses, data storage/retrieval, warranty, and support for an initial term of five (5) years and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST:

\$704,550 OVER 5-YEARS. DETAILED COST WRITE-
UP INCLUDED WITHIN THE BODY OF THE AGENDA ITEM.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Body-Worn and In-Car Camera Initiative (General Fund; 10031100-523860)	\$135,000.00
Body-Worn and In-Car Camera Initiative (DEA Fund; 21031110-542400-C1812)	\$69,400.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety received funding in the fiscal year 2018 budget for the acquisition and implementation of a body-worn camera system to record interactions with the public, gather video evidence at crime scenes, etc., which increases accountability for both the officers and the public. Also included is the replacement of in-vehicle camera units to maximize integration with the new body-worn camera system.

It is the preference of the Department to purchase seventy (70) Body-Worn and In-Vehicle Cameras (front and rear) that will work concurrently to offer both officer and vehicle viewpoints of an incident, with GPS locations of officer and vehicle, camera recording triggers including doors, lights, sirens, weapon release mechanisms, and other triggers as appropriate, and software as needed to retrieve, view, redact and present captured footage. Pricing shall be inclusive of all implementation services, hardware, software licenses, data storage/retrieval, warranty, and support for an initial term of five (5) years.

The Public Safety and Finance Departments prepared a Request for Proposal (RFP) and advertised for proposals in September/October 2017. The City received the following five proposals on October 12, 2017: Axon Enterprises; Digital Ally; PCN Strategies; Utility Associates; and WatchGuard.

An Evaluation Committee composed of representatives from the Public Safety and Information Technology Departments met on December 19, 2017 to tabulate the overall scores. Each proposal was evaluated based on criteria set forth in the RFP including: (30%) Firm Qualifications; (12%) Project Team Qualifications; (30%) Body-Worn and In-Vehicle Camera

System technology including Implementation Plan; (25%) Cost; and (3%) Alpharetta Vendor Preference. The resulting rankings were as follows (ranking of “1” to “5” with “5” being the highest):

- 4.27 - Utility Associates, Inc.
- 3.84 - Axon Enterprises, Inc.
- 3.54 - WatchGuard, Inc.
- 3.23 - PCN Strategies
- 2.74 - Digital Ally, Inc.

The Body-Worn and In-Vehicle Camera technology provided by Utility Associates Inc. was ranked highest by the Evaluation Committee and was determined to provide the best overall value. Within the last 18-months, more than 50 law enforcement agencies have adopted Utility's BodyWorn technology (brand name). Clients near Alpharetta include: City of Marietta Police Department; City of Brookhaven Police Department; City of Lilburn Police Department; Fulton County Sheriff's Office; DeKalb County Sheriff's Office; Clayton County Sheriff's Office; etc. Benefits of the BodyWorn system include:

- Automatic, Policy-Based Smart Recording: In addition to starting a recording manually with a Bluetooth remote, recording can be triggered automatically by custom policies created by the Department. These include sensors in the vehicle, remote activation from dispatch or a supervisor, running and acceleration, and entry into a designated mapped Action Zone or Geofence. As a result, more video is captured, freeing officers to focus on their jobs. This system can be integrated with CAD to implement dispatch-based policy and provide additional situational awareness tools.
- Gunshot Activates Recording: BodyWorn detects gunshots and automatically activates a recording for the officer and other officers in the vicinity, and protects transparency in the moment, as a pre-recording is captured and stored. BodyWorn is a GPS-enabled device that automatically 'knows where it is' in real-time which is an invaluable combination.
- Secure, Immediate Wireless Upload to the Cloud: Video evidence uploads immediately upon being taken, in an encrypted file format to a secure cloud, resulting in reliable evidence capture and enhanced situational awareness between the officer and dispatch. This eliminates the added risk of losing video evidence by waiting until end-of-a-shift to connect to a docking station.
- Smart Waypoints: A body-worn camera's embedded storage is typically the least secure location within the video data ecosystem. Utility moves video data as fast as it is collected (in real-time, on-the-fly) from the BodyWorn camera to available secure storage Smart Waypoints within Utility's provided Eco-System. This eliminates the need for docking stations, their cost and risk of data loss, and protects chain-of-custody.
- Real-Time Communications: Utility's BodyWorn camera can communicate time sensitive information including BOLO (be-on-the-lookout), Amber, Silver and Officer Down alerts to officers and to dispatch. The real-time, map-based situational awareness tools can improve officer safety and save lives.
- Functional Fusion to the Uniform: Traditional clip-on cameras bounce, are bulky and fall-off. Utility's camera is built securely into the officer's uniform, is seamless, and reliably captures video evidence.
- Smart, Automatic Redaction Capability: Utility's Smart Redaction for body and in-vehicle cameras address important privacy and FOIA (Freedom of Information Act) concerns, but also allows the Department to control and manage data storage.
- Synchronized BodyWorn and In-Vehicle Video: The BodyWorn offers a future pathway for a compatible, interoperable in-vehicle video recording system which seamlessly integrates into the same incident for chain-of-custody and playback review.

The Cost Proposal for the Body-Worn and In-Vehicle Camera technology provided by Utility Associates Inc. was the 2nd lowest at a total-cost-of-ownership price of \$704,550 over 5-years (6 payments). From a cash-flow perspective, \$204,400 is due at contract execution (FY 2018), with the remaining funds due as follows: FY 2019 (\$60,550); FY 2020 (\$109,900); FY 2021 (\$109,900); FY 2022 (\$109,900); and FY 2023 (\$109,900). Sufficient funds are programmed within the FY 2018 Operating and Capital Budgets to fund this initiative. Furthermore, the base draft FY 2019 Budget includes sufficient funding to cover the operational costs moving forward.

For the reasons stated above, the Department of Public Safety requests awarding RFP 18-103 to Utility Associates Inc. for the Body-Worn and In-Vehicle Camera System inclusive of all implementation services, hardware, software licenses, data storage/retrieval, warranty, and support for an initial term of five (5) years.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Record of Receipt (RFP 18-103), Alpharetta Offer Letter (Utility Inc.), Service Level Agreement (Utility Inc.)



CITY OF ALPHARETTA
RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: **18-103**

Due Date: **October 12, 2017**

RFP NAME: **Body Worn Camera System for Public Safety Officers**

Due Time: **10:00 AM**

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Axon Enterprises, Inc.	10/12/2017	8:08 AM	
2	PCN Strategies	10/12/2017	8:09 AM	
3	Digital Alley, Inc.	10/12/2017	8:09 AM	
4	WatchGuard, Inc.	10/12/2017	8:12 AM	
5	Utility Associates, Inc.	10/12/2017	9:20 AM	
6				
7				
8				
9				
10				
11				
12				
13	Motorola Solutions	10/9/2017		No Bid
14	Insight Public Sector	10/9/2017		No Bid
15	Municipal Emergency Services, Inc.	10/6/2017		No Bid

Procurement Website: <https://www.ebidexchange.com/alpharetta>

Page 1



January 23, 2018

John F. Robison
Director
Alpharetta DPS
2565 Old Milton Parkway
Alpharetta, GA 30009

Dear Director Robison,

Utility Inc. is honored that your Department has selected our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We know that the Alpharetta Department of Public Safety conducted extensive research of the various solutions on the market and take great pride in knowing that our Company was selected to partner with your Department on its BodyWorn and In-Car Video and Communications program.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the agreement that the Alpharetta Department of Public Safety intends to enter into with our Company:

1. Price Proposal:
 - a. Body Camera and Vehicle Systems to Support 70 Officers and 70 Vehicles.
 - b. Period of Agreement = 5 Years
 - c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, and Support for a period of Five (5) Years for: **\$704,550**
 - d. Please see Attachment A – RFP 18-103 for item quantities and pricing, as provided to the Department in Utility's RFP submittal package.
2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

BodyWorn and Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVailWeb™ SmartRedaction™ & SmartShot 360™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 70) will be equipped with the following:

- a. BodyWorn Camera & Sleeve
- b. Two (2) Blauer Armor Skin Carriers – BodyWorn Ready
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. AvailWeb Video Management Software and Mapping Interface License
- e. Unlimited Download & Storage – Based on Department's Retention Policy
- f. Smart Redaction™ Software License
- g. Smart Shot 360™ Software License
- h. Installation and Training – Onsite and Online Training Included
- i. Full Warranty
- j. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 70) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub

- b. Front and Rear Facing HD Cameras (2 Per)
- c. BodyWorn Vehicle Triggers
- d. Tablet Video Interface and Mount
- e. Setup of Rocket IoT Control Interface through Vehicle MDT
- f. Installation, Validation, Configuration
- g. Full Warranty
- h. 24/7 Technical Support for the Life of the Contract (60 Months)

* For high speed wireless video offload, Utility Inc. will provide two (2) Smart WayPoints. Normally, these are deployed at the primary offload locations, including Headquarters. Should the Department wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/ea. See (6) below for details about Smart WayPoint connectivity.

3. Replacement Parts Pricing:

- a. BodyWorn Camera: \$600/ea
- b. Bluetooth Trigger: \$50/ea
- c. Rocket IoT In-Car Communication System (hardware only): \$3,500/ea, installed
- d. Front or Rear Facing In-Car Camera: \$500/ea, installed
- e. Additional Uniform Purchases: Available through your local Authorized Blauer Reseller
- f. Spares: Two (2) Spare Body Cameras, Body Camera Battery Packs, and Body Camera Home/Vehicle Chargers will be provided at no additional cost to the Department as part of the initial deployment.

4. Service Level Agreement (SLA):

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

5. Payment Terms for Procurement of Goods:

Pursuant to the Department's request, the following payment terms are provided below:

- a. Initial Payment upon execution of contract: \$204,400
- b. Progress Payment Due July 30, 2018: \$60,550
- c. Progress Payment Due July 30, 2019: \$109,900
- d. Progress Payment Due July 30, 2020: \$109,900
- e. Progress Payment Due July 30, 2021: \$109,900
- f. Progress Payment Due July 30, 2022: \$109,900

6. Network Connectivity Via Smart WayPoint (Utility Access Point): The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoints. The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoints to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: (770) 500-2494 Email: crl@utility.com

Respectfully,



Christopher R. Lindenau, Chief Revenue Officer

Offer Acceptance by Authorized Official:

Title:

Date:

Cc: John Bever, Business Manager

SECTION 5: COST PROPOSAL

Pricing for Hardware: Project Phase 1, Initial Purchase and Implementation <i>(including but not limited to Equipment, Parts, Implementation, Accessories, See Sections 3.3 and 3.5)</i>					
Item List #	Item Description	Manufacturer Name/Model #	Unit Price	Qty	Extended Price
1	Body Worn Camera System (BWCS)	Utility BWRIOT-HB-2002	3,260	70	\$ 228,200
	<i>Below this line: associated support equipment for use with BWCS. List all required equipment by type, manufacturer name/model #, quantity, unit price and extended pricing for such items as batteries, docking stations, wiring, evidence transfer equipment, clothing, etc.</i>				
2	(See next page for listing of all equipment included at no additional cost)		Included		\$ 0
3	Software Cost - License Fee Year 1	Utility BWRIOT-UP-2001	1,920	70	\$ 134,400
4	Annual Maintenance, Upgrades, Support, Warranty Costs Year 1	Utility BWRIOT-UP-2002	Included	70	\$ 0
5	Multi-year System Rebate	Utility REBATE	(1,395)	70	\$ (97,650)
6					
7					
8					
9					
10					
Sub-Total Extended Price for Hardware Project Phase 1, Initial Purchase and Implementation:				\$ 264,950	
<i>(Cost Proposal continued on next page.)</i>					

Pricing for Hardware: Project Phase 1, Initial Purchase and Implementation *(including but not limited to Equipment, Parts, Implementation, Accessories, See Sections 3.3 and 3.5)*

Item List #	Item Description	Manufacturer Name/ Model #	Unit Price	Qty	Extended Price
2	(Listing of all equipment noted on previous page)				
	Gen Z BodyWorn Camera	Utility BODY-H-MOTOZPLAY	Included	70	\$0
	Gen Z BodyWorn mounting holster	Utility BODY-H-110-MOTOZPLAY	Included	70	\$0
	Gen Z BodyWorn battery pack	Utility BODY-H-191	Included	70	\$0
	Gen Z wrist remote for optional manual recording and camera status	Utility BODY-H-102	Included	70	\$0
	Gen Z vest carrier with Integrated Mount - (2 per)	Utility BODY-H-8370	Included	140	\$0
	Yard Access Points/Forwarding Servers	Utility RIOT-H-7010148	Included	2	\$0
	Rocket IoT vehicle control unit, DVR, and communications hub	Utility RIOT-H-7010147	Included	70	\$0
	Front and rear facing HD cameras (2 per)	Utility RIOT-H-1010072	Included	140	\$0
	Gen Z BodyWorn integrated triggers and wires for automatic activation	Utility RIOT-H-6020072RA	Included	70	\$0
	Gen Z rugged tablet for in-car viewing monitor for direct playback	Utility RIOT-TB-T70	Included	70	\$0

Data Management / Software: Project Phase 2, Operations, Maintenance, and Support (see Sections 3.4 and 3.5)				
Item List #	Item Description	Unit Price	Qty	Extended Price
1	Software Cost-License Fee Year 2 (provided to City no change for a minimum period of one (1) year after Final Acceptance by the City)	1,920	70	\$ 134,400
2	Software Cost-License Fee Year 3	1,920	70	\$ 134,400
3	Software Cost-License Fee Year 4	1,920	70	\$ 134,400
4	Software Cost-License Fee Year 5	1,920	70	\$ 134,400
5	Implementation/ Installation	Included	70	\$ 0
6	Training	Included	70	\$ 0
7	Annual Maintenance, Upgrades, Support, Warranty Costs Year 2 (Maintenance, warranty, support provided to City no change for minimum period of one (1) year after Final Acceptance by the City)	Included	70	\$ 0
8	Annual Maintenance, Upgrades, Support, Warranty Costs Year 3	Included	70	\$ 0
9	Annual Maintenance, Upgrades, Support, Warranty Costs Year 4	Included	70	\$ 0
10	Annual Maintenance, Upgrades, Support, Warranty Costs Year 5	Included	70	\$ 0
11	Circuit Costs (if any)	Included	70	\$ 0
12	Bandwidth Costs	Included	70	\$ 0
13	Cloud Storage Fee Schedule for 5 years (use additional lines if needed)	Included - Unlimited Storage	70	\$ 0
14	Multi-year System Rebate for Years 2 - 5 (per year)	(24,500)	4	\$ (98,000)
15				
16				
17				
Sub-Total Extended Price for Data Management/Software Project Phase 2, Operations, Maintenance, and Support:			\$ 439,600	
Total BWCS 5-year Turn-Key Proposal Cost: includes, but not limited to, all equipment, hardware, software, professional services, installation/ implementation, setup, and warranties:			\$ 704,550	
(Cost Proposal continued on next page.)				

Award will consider price, but price will not be the sole, determining factor.

Instructions for submitting Cost Proposal: One (1) Hard Original copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope within the sealed proposal package. See Section 3.0, #7 Cost Proposal and Proposal Price Certification for complete submittal directions.

Proposal Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within one hundred twenty (120) days of the date of RFP Response (Proposal) Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Utility Associates, Inc.

ADDRESS 250 E. Ponce de Leon Ave, Suite 700, Decatur, GA 30030

AUTHORIZED SIGNATURE(S) 

PRINT / TYPE NAME(S) AND TITLE(S) Ted M. Davis, President and CEO

CONTACT INFO: PHONE NUMBER (404) 816-0300

CONTACT INFO: E-MAIL ADDRESS tmd@utility.com

Attachment B - Service Agreement

INTRODUCTION

This service agreement describes the levels of service that (the client) will receive from Utility (the supplier).

Purpose

The client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The client:	The supplier:
Alpharetta Department of Public Safety	Utility Associates Inc.
2565 Old Milton Parkway Alpharetta, Georgia 30009	250 E. Ponce De Leon Avenue Decatur, GA 30030
	Key Contact: Chris Lindenau (770) 500-2494 crl@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter dated October 12, 2017, and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 70 Supplied by Utility	1

Bluetooth Controller	Qty 70 Supplied by Utility	2
AvailWeb	Qty Unlimited Licenses Supplied by Utility	1
BodyWorn-Ready Uniforms	Qty Based on Vest Carrier (2), per Officer	3
Rocket IoT Control Unit	Qty 70 Supplied by Utility	1
Rocket IoT Tablet Interface	Qty 70 Supplied by Utility	2
Rocket IoT Front and Rear HD Cameras (2 Total Per Vehicle)	Qty 70 Supplied by Utility	1
Smart WayPoint(s)	Qty 2 Supplied by Utility	1

Exclusions

This agreement is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended**
- The client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, Utility aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The supplier will provide and maintain the system used by the client. The support contract between the supplier and the client includes full details of these responsibilities.

Additionally, the supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the client at all times

Client Responsibilities

The client will use the supplier-provided system as intended.

The support contract between the supplier and the client includes full details of the system and its intended uses.

The client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a client approved third party or supplier provided access point, the client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the client should budget for an increase to their upload speed with their local carrier.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the supplier at all times

GUARANTEED RESPONSE TIMES

When a client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response Times

Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service. For support provided to the customer directly, Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on site support by the department staff after they have been trained by Utility, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2 and from there to Tier 3, which is on site technical support from a Utility field engineer.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to daily functions and must be functional in the field.

However, Utility is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. Between the hours of 9:00 a.m. and 5:00 p.m., Eastern Standard Time, Monday through Friday excluding UA holidays ("UA Business Hours"), UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below. Outside of UA Business Hours, support calls are fielded by a 24 x 7 answering service and relayed to the on-call UA Support Staff.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 98% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) business days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the

agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of supplied uniform(s) that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America and the State of Texas). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the

United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same

degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any

person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA can not and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 Vendor. The Vendor shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of the Vendor, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by the Vendor under this Contract; and (iii) use by the Vendor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Vendor or a third party) or the incorporation by the Vendor of intellectual property into the Services.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of one (1) year thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party at least sixty (60) days in advance of the expiration of the then-current term. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation,

warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. Either party may terminate this Agreement for any reason by providing at least thirty (30) days written notice to the other party. In the event Customer terminates the Agreement under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If UA terminates the Agreement under this provision, Customer is entitled to at least thirty (30) more days use of the Service, for which Customer will be responsible for all Fees. If UA terminates the Agreement and Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason. (d) The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the customer may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4). (e) 3rd Party Financing; Termination. Should customer terminate their agreement with UA, any unused portion of the paid balance to a 3rd party financing company, pro-rated through the period of payment, would be refunded by UA to the customer.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof. .

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.



Signed on behalf of the client:

Signed: _____

Name:

Position:

Date:

Signed on behalf of the supplier:

Signed:  _____

Name: Chris Lindenau

Position: Chief Revenue Officer

Date: January 9, 2018



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Courts
Submitted By: Elizabeth Sahlin
Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: APPROVAL OF PROBATION SERVICES CONTRACT

II. RECOMMENDATION:

Staff recommends approval of the contract with Integrity Supervision Services, LLC for probation services and authorization of the Mayor to execute all necessary documents.

III. REPORT IN BRIEF:

Companies providing probation services in Georgia are required to undergo periodic audit by the Georgia Bureau of Investigation (GBI). The audit of Integrity Supervision Services, LLC, the City's contracted vendor for probation services, was recently completed. The auditor recommended changes to the company's current contract to provide language that better explains the company's responsibilities to our probationers.

The City Attorney has reviewed the contract and is in agreement with the recommended changes. Suggested changes are highlighted in the attached contract.

The contract has no fiscal impact to the City and is for a term not to exceed 5 years.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Recommended Contract For Probation Services - Changes Highlighted

This Agreement is made as of the ____ day of _____, 2018 (hereinafter referred to as the “execution date”), by and between the City of Alpharetta, Georgia Governing Authority, Barry Zimmerman, in his official capacity as the Chief Judge of the Alpharetta Municipal Court, with an address of 12624 Broadwell Road, Alpharetta, Georgia, 30004 (hereinafter called “Court”); and INTEGRITY SUPERVISION SERVICES, LLC., located at 7740 Roswell Road, Suite 100, Sandy Springs, GA 30350, organized and existing under the laws of the State of Georgia (hereinafter called “Contractor”). Subject to the provisions of O.C.G.A. § 42-8-100, et seq., the Court with the approval of the City of Alpharetta Governing Authority is authorized to enter into this agreement to provide comprehensive professional probation services for the Court. The term “approval of the City of Alpharetta Governing Authority” means official action taken by the City of Alpharetta Governing Authority.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the parties hereby agree as follows:

ARTICLE I. AGREEMENT TIME

The term of this Agreement is to commence upon January 26, 2018. This Agreement shall: (I) terminate without further obligation on the part of the Court or the City of Alpharetta Governing Authority, each and every June 30th, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Agreement; (II) automatically renew on each July 1st, unless terminated in accordance with the termination provisions of this Agreement. **This Agreement is not to exceed five (5) years.**

ARTICLE II. RESPONSIBILITIES OF CONTRACTOR

1. Responsibilities of Probation Services Contractor.

- 1.1. *Compliance with Statutes and Rules.* Contractor shall comply with all applicable federal and state law, including but not limited to O.C.G.A. § 42-8-100 et seq. and Ga. Comp. R. & Regs. 503-1-.01 et seq. and all standards, rules and regulations promulgated by the Court and the Department of Community Supervision.
- 1.2. *Records and Confidentiality.* Contractor shall create and maintain individual files for each probationer receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the security and confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, officers or

employees of City of Alpharetta, Georgia, if approved by the Chief Judge, the Department of Audits and Accounts, the Municipal Probation Advisory Council, and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

- 1.3. *Officer Qualifications and Training.* Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assigned caseloads. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by O.C.G.A. § 42-8-102. All administrative staff shall be at least eighteen (18) years of age and have the educational qualifications in accordance with the Georgia Department of Community Supervision rule 105-2-09. All probation officers, administrative staff, interns or volunteers shall comply with the orientation and continuing education training required per annum per DCS rule 105-2-.09 and DCS rule 105-2-.12. No person who has been convicted of a felony will be employed by Contractor as a probation officer.
- 1.4. *Criminal History Check.* Contractor shall have a criminal history records check made of all probation officers and certify the results with the Department of Community Supervision.
- 1.5. *Officer per Probationer Ratio.* Contractor shall manage caseload limits so as not to exceed 300 active probationers per probation officer.
2. **Reports to Court.** Contractor shall provide written monthly reports listing the services rendered and provide such other reports as may be requested by the Court. These shall include: statistical reports, caseload data, and other records documenting the identity of each probationer, the status of each probationer's case, the services provided, the monies collected, and all data required by O.C.G.A. 42-8-103. Monthly reports will be delivered to the Court on or before the 7th day of the following month. Contractor shall provide personal history, employment data, and location information to the Court and law enforcement as necessary to track probation violators.

The original financial reports must be submitted to:

City of Alpharetta Municipal Court
12624 Broadwell Road
Alpharetta, GA 30004

3. **Tender of Collections.** Contractor shall tender to the Clerk of the Court a report on collections and all fines, fees, and costs collected during the month from probationers by the

7th day of the following month. Restitution shall be paid to the victim by the 7th day of the month following collection unless the Court orders payment to the Clerk of Court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) funds paid by the probationer for restitution; 2) courts costs and surcharges; 3) fines; 4) program costs; 5) drug and alcohol screening test fees; and 6) probation fees. Contractor shall not retain or profit from any fines, restitution, fees or costs collected from probationers except Contractor shall be entitled to keep the probation fees authorized by this Agreement.

4. Access to Contractor Records.

4.1. *Access to Records.* Upon twenty-four (24) hours written notice Contractor shall provide to the Court access to all books, records, correspondences, receipts, vouchers, memoranda, and financial information pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year.

4.2. *Good Business Practices.* Contractor shall not engage in any other employment, business or activity that interferes or conflicts with the duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither Contractor nor any of its officers, employees or agents shall lend any monies nor have personal business dealings with a probationer under the supervision of Contractor.

Additionally, Contractor will abide by O.G.C.A. 42-8-104(c)(1) which states: No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.3. *Financial Records.* Contractor shall maintain financial records according to generally accepted accounting practices.

5. Scope of Services to Probationers by Contractor

5.1. In this Section 5, the term "Court" shall include the Chief Judge and all other appointed or assigned Judges presiding over matters in the Alpharetta Municipal Court.

5.2. *Court Attendance and Probationer Case History.* As required by the Court, the Contractor shall have a probation officer attend and interview each probationer to complete a case and personal history and to provide orientation and instruction regarding

compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer as described in the Service Cost Description, Attachment 1, attached hereto and incorporated by reference.

5.3. *Supervision.* Contractor shall monitor and supervise offenders to ensure compliance with the Court's Sentence Form. Contractor shall provide comprehensive probation and supervision management for Court offenders through supervision by certified probation officers and aides as mandated by the Sentencing Form. These services will include maintaining case files that record each offender's case management, fine, fee and civil payment collections as well as referral to local facilities for any Court Ordered Programs.

5.4. *Indigent Probationers.* Probationers determined by federal guidelines to be indigent shall be supervised at no cost to the probationer, the Court, or City of Alpharetta, Georgia. Indigence is to be determined by the Court and is subject to periodic review.

5.5. *Alternative sentencing programs.* Contractor shall assist with the Pre-Trial Diversion Program and any Civil Payment Arrangement Plans, if any, that are administered through the Court. Additionally, Contractor shall engage in future participation in other alternative court as requested from the Court.

5.6. *Restitution, Fine and Fee Collection.* Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill, prepared in accordance with accepted accounting practices, for each month for each probationer.

5.7. *Handling pay only cases.* When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences.

5.8. *Procedures for Handling Consecutive cases.* Per O.C.G.A.42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

- 5.9. *Reporting Options and Frequency of Reporting.* Contractor will allow for offenders to report in person, through mail, email, by phone or via video conferencing as accepted by the Court.

Contractor shall have offenders report at least once per month while they are under active reporting status. Offenders who are not in compliance may be required to report more than once per month. Reporting will not be required for cases that are in non-reporting status.

- 5.10. *Payment Options.* Contractor shall allow offenders to make fine and fee payments in person, mail or through an online payment system as available. Cash, money order, debit card and credit card payments will be accepted.
- 5.11. *Community Service.* As ordered by the Court, Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer. Contractor will maintain records of community service participation.
- 5.12. *Court Ordered Programs.* Contractor shall provide referral to any Court Ordered Programs as ordered by the Court and develop time based deadlines based on the length of the sentence with the Court. Contractor will abide by O.C.G.A 42-8-104(c)(1) which states: No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

- 5.13. *Compliant vs. Non-Compliant Procedures.* Contractor shall work with Court to develop written supervision standards that explain reporting requirements for compliant and non-compliant probationers. Standards will detail the violations that will result in increased reporting requirements and the compliance that will result in decreased reporting. Standards will detail the type of actions that will be taken for probationers who fail to report, are under financial non-compliance, test positive on a drug screen or are non-compliant with completing any court ordered programs.
- 5.14. *Employment Assistance.* Contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court, or to the extent available for probationers desiring employment assistance, or counseling.
- 5.15. *Drug/Alcohol Screening.* Contractor shall coordinate with local authorities and facilities, for evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. As determined necessary by the Court, Contractor shall conduct drug and alcohol screens. The probationer shall be responsible for the costs of all drug or alcohol screens and testing. Contractor will consult with the Court and establishing guidelines for proceeding with administrative actions.
- 5.16. *Electronic Monitoring.* Contractor, when so ordered by the Court, shall provide and operate a system of electronic home detention monitoring for probationers.
- 5.17. *Probation Revocations Reports.* Contractor shall provide timely implementation of revocation proceedings whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide the Contractor with direction concerning what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation on warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in the regular reports made to the Court under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.
- 5.18. *Pre-sentence Investigations.* When directed by the Court, Contractor shall conduct pre-sentence investigations. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense; 2) a social and family background examination; 3) a criminal history check

through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the probationer.

ARTICLE III. OBLIGATIONS OF THE COURT OR THE CITY

1. Payment for Contractor Services.

- 1.1. *Basic Services.* For the basic services performed, no payment will be made to the Contractor by the Court or the City. At no charge to the Court or the City, the Contractor will collect a probation fee, in addition to the court-ordered fines, court costs and restitution from all probationers who enter into the Court's probationary and alternative sentencing programs. The Contractor will remit to the Court all monies collected from probationers for court-ordered fines, court costs and restitution. The Contractor will retain only the probation and alternative sentencing fees as indicated in Attachment 1. In addition, Contractor agrees to never collect monthly probation fees in advance.
- 1.2. *Priority of Payment.* Payments on account of said fee for basic services shall be made payable as follows: all court-ordered fines and court costs, probation fees and restitution shall be collected from probationers in accordance with orders issued by the Court. All funds will be collected from probationers on a monthly payment schedule. A monthly report shall be provided to the Court that itemizes all fines according to case.
- 1.3. *Division of Fees.* When probationers pay their fines, costs and/or restitution and fees in full, an individual status report will be provided to the Court enabling the Court to remit surcharge amounts to other authorities for amounts collected. Any payments that are less than the amount due are divided in half between the monies due to the court-ordered obligation, including court-ordered-fine, court costs and/or restitution and the other half due to probation fees. If at such time an account is determined to be uncollectible, in whole or in part, the Contractor will disburse all collected funds as ordered by the Court. To ensure that the Court receives the monies due, at no time shall less than fifty percent (50%) of any payment go towards the court-ordered fines, court costs and/or restitution.
- 1.4. *Victims Compensation Fund (VCF) Payments.* Contractor shall remit all payments for the VCF, on a monthly basis, directly to the Criminal Justice Coordinating Council.
- 1.5. *Fee Schedule.* The Contractor's proposed fee schedule is described in Attachment 1. In case of termination of the Agreement before the completion of all work, the Contractor will retain only monies for probation fees collected as of the effective date of termination.

2. **Access to Criminal Histories.** The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations, as may be requested by the Court.
3. **Notice of Court Sessions.** The Court shall provide Contractor three (3) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, email, fax or telephone.
4. **Court Facilities.** The Court shall provide to Contractor an area, as available, to conduct initial interviews and orientation with the probationer on the day of sentencing.

ARTICLE IV. GENERAL CONDITIONS

1. **Accuracy of Work.** The Contractor shall be responsible for the accuracy of the work and any error and/or omission made by the Contractor in any phase of the work under this Agreement.
2. **Additional Work.** If the Contractor is asked by the Court to perform services beyond the scope of this Agreement for which payment is desired, it shall notify the Court in writing, state that the service is considered outside the basic scope of work of this Agreement, give a proposed cost for the additional services, and obtain the approval in writing from the Court prior to performing the additional service for which it is to be paid. The Court shall in no way be held liable for any work performed under this section which has not been pre-approved in writing.
3. **Ownership of Documents.** All documents and data are and remain the property of the Court. The Contractor agrees that the Court may reuse any and all data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore.
4. **Termination.**
 - 4.1. The Court may terminate this Agreement with or without cause at any time by delivering to the Contractor with at least sixty (60) days' notice, a written Notice of Termination specifying the nature, extent, and effective date of termination, at the addresses indicated herein.

- 4.2. The Court may terminate this Agreement immediately for cause, including without limitation a material breach of this Agreement, insolvency of Contractor, or Contractor's filing of a voluntary or involuntary case in bankruptcy.
- 4.3. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for cause will be considered to have been a termination for the convenience and the rights and obligations of the parties will be governed accordingly.
- 4.4. At the end of business day of the last working day of the contract, the Contractor shall peacefully surrender to the Court all records and documents, and any equipment, or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the effective date of termination. Any fines, costs, fees or restitution received by Contractor from probationers of the Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than probation fees earned by Contractor prior to the effective date of termination. The Court shall provide Contractor a receipt for all property surrendered under this provision.
- 4.5. Contractor may terminate this Agreement by delivering to the court with at least ninety (90) days' notice, a written Notice of Termination, specifying the nature, extent and effective date of termination at the address indicated herein.
- 4.6. In the event of termination or cancellation of this Contract, the telephone number which has been utilized by Contractor to carry out its services per the terms of this Contract shall be released and transferred as directed by the Court and the City of Alpharetta.
5. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid; (b) personal delivery to the Court, (c) overnight courier service, or (d) delivered in person to the Contractor or its authorized representative. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice given by the Contractor to the Court via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

Contractor:

Court:

Attn: Mario Gonzales
President
Integrity Supervision Services, LLC
7740 Roswell Road
Suite 100
Sandy Springs, GA 30350
Phone: 404-723-8146
Email: mgonzales@integritysupervision.com

Attn: Barry Zimmerman
Chief Judge
Alpharetta Municipal Court
12624 Broadwell Road
Alpharetta, GA 30004

6. **Corporate Authority.** Contractor agrees to execute the Certificate of Corporate Authority attached hereto as Attachment 2, and incorporated by reference, to certify that the officials of the Contractor executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. (1) Contractor has all requisite power and authority to enter into and perform its obligations under this Agreement. (2) The execution and delivery by the Contractor of this Agreement and the compliance by the Contractor with all of the provisions of this Agreement: (i) is within the purposes, powers, and authority of the Contractor, (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor, and (iii) has been duly authorized by all necessary action on the part of the Contractor. (3) This Agreement is the valid, legal, binding and enforceable obligation of the Contractor.
7. **Independent Contractor Status and Contractor's Personnel.** The Contractor will supervise and direct the services required by this agreement. The Contractor shall, at all times, maintain discipline and good order among its employees, and shall not employ any unskilled or unfit person or persons. The Contractor is an independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees and any Subcontractors shall not be entitled to any Court or City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor and not as officers or employees of the Court or the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures

or requirements applicable to services rendered under this Agreement shall be those of the Contractor, and not the Court, nor the City.

The Court reserves the right, at its sole discretion and for its convenience, to refuse the admissions of any individual assigned to the Court by the Contractor. Further, the Court shall be informed of the identity of the staff assigned by Contractor and any subsequent changes to the personnel and/or assignments, including but not limited to confirming the completion of or allowing the City to conduct background checks, notifying the City of any employee's suspension, demotion and/or termination.

8. Indemnification and Hold Harmless.

8.1. The Contractor shall be responsible from the time of signing the Agreement, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Contractor's services provided pursuant to this Agreement, to persons or property, including employees and property of the Court and the City. The Contractor shall exonerate, indemnify, and save harmless the Court, the City, its elected officials, appointed officials, officers, employees, agents, and servants, including the Municipal Court Judges, and any officials, officers, employees, agents or servants assigned to or employed by the Alpharetta Municipal Court, collectively referred to in this section of this Agreement as "the City and its employees and officers," from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby or arising out of or any way connected with the Contractor's services performed under this Agreement and shall assume and pay for, without cost to the City and its employees and officers, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them.

8.2. The Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, suppliers or subcontractors caused by or resulting from the performance of services under this Agreement, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, suppliers, or subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

- 8.3. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City and its employees and officers, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. The City and its employees and officers have the sole discretion to choose the counsel who will provide the defense.
- 8.4. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any Judge of the Alpharetta Municipal Court, any elected official, appointed official, officer, employee, agent or servant of the Alpharetta Municipal Court or the City, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.
- 8.5. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the services under this Agreement. Contractor shall pay the costs of contesting any such fines.
9. **Laws and Regulations.** The Contractor's attention is directed to the fact that all applicable federal and state laws, county and municipal ordinances, and, the rules and regulations of all authorities having jurisdiction over the services provided by the Contractor shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though herein written out in full. The Contractor shall keep itself fully informed of all laws, ordinances, and regulations in any manner affecting these services to be provided by the Contractor and of all order and decrees of the Court or other bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Agreement in relation to any such law, regulation, ordinance, order, or decree, it shall herewith report the same, and it shall at all times observe and comply with all such laws, ordinances, and regulations. Contractor shall not discriminate against person in its operations, activities or performance of services under this Agreement. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.
10. **Permits and Licenses.** Prior to execution of this Agreement, Contractor shall provide the Court with copies of all required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or subcontractors performing services that require licensure by the federal government, the State of Georgia, or the City. Contractor

hereby warrants and represents that at all times during the contract term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Agreement.

11. **Foreign Corporations.** In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Agreement only.

12. **Insurance and Bonding.** The Contractor shall furnish the following along with this Agreement:

12.1. Certificates of Insurance in companies doing business in Georgia and acceptable to the Court covering:

12.1.1. Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

12.1.2. Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000.00;

12.1.3. Comprehensive General Liability Insurance covering all operations with combined single limit of \$1,000,000.00.

12.1.4. Fidelity Bond coverage on the Contractor's services in this Agreement with limits of \$25,000.00.

12.1.5. Umbrella or Excess Insurance is acceptable to meet the minimum limits whenever there is an insurer licensed to do business in Georgia which is providing at least the first \$100,000.00 or primary coverage

12.2. Certificates of insurance must be executed in accordance with the following provisions:

12.2.1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

12.2.2. Certificates to contain the location and operations to which the insurance applies;

12.2.3. Certificates to contain Contractor's protective coverage for any subcontractor's operations;

12.2.4. Certificates to contain Contractor's contractual liability insurance coverage;

12.2.5. Certificates are to be issued to:

City of Alpharetta Municipal Court
12624 Broadwell Road
Alpharetta, GA 30004

12.3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in providing services pursuant to this Agreement.

- 12.4. The Contractor agrees to carry statutory Workers' Compensation insurance and to have all subcontractors likewise carry statutory Workers' Compensation insurance.
13. **Georgia Laws Govern.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.
14. **Time is of the Essence of this Agreement.** Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by Contractor shall constitute a material breach of this Agreement.
15. **Federal Work Authorization.**
- 15.1. Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Contractor and its subcontractors shall register and participate in the Federal Work Authorization Program to verify the information of all new employees.
- 15.2. Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.3. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 15.4. Subject to written approval to subcontract these services, the Contractor agrees that in the event that it employs or contracts with any subcontractor(s) in connection with this Agreement, Contractor will secure an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. All the relevant contractor, subcontractor, and affidavit forms are included as Attachments 3 and 4 attached hereto and incorporated herein by reference.
16. **Venue.** The law of the State of Georgia shall govern the construction of this Agreement. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Agreement.
17. **Assignment.** The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. Contractor may not delegate, assign or subcontract any obligation of the Contractor's performance under the Agreement and may not assign any right under this Agreement, in either case without the Court's written approval. The Court's discretion in this regard will not be unreasonably withheld.

18. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. **Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel.

20. **Headings, Captions, and References.** The section captions contained in this Agreement are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

21. **Entire Agreement.** This Agreement constitutes the sole Agreement between the Court and the Contractor. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modification of this Agreement shall be enforceable unless approved by the Court, with the approval of the City of Alpharetta Governing Authority, if such approval is required by applicable law.

IN WITNESS WHEREOF, the parties here to have executed this Agreement in four counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

INTEGRITY SUPERVISION SERVICES, LLC

ALPHARETTA MUNICIPAL COURT

By: _____

Mario L. Gonzales

President

By: _____

Honorable Barry Zimmerman

Chief Judge

Date: _____

Date: _____

By:_____

Elizabeth Sahlin

Director of Court Services

Date:_____

ATTEST:

APPROVED AS TO FORM:

City Clerk, Coty Thigpen

City Attorney, Sam Thomas

Date: _____

Date: _____

ADOPTED by the Mayor of Alpharetta, Georgia, this ____ day of _____, 2018.

Mayor David Belle Isle
Alpharetta, Georgia

APPROVED by the City Administrator of the City of Alpharetta, Georgia, this ____ day of _____, 2018.

Robert Regus, City Administrator
Alpharetta, Georgia

ATTACHMENT 1

Service Cost Description

<u>Services</u>	<u>Fees</u>	<u>Activities</u>
Probation Supervision Contract	\$35.00 per month	Supervise all conditions of probation, collection of fines, court cost, and restitution.
Civil Payment Supervision	\$ 10.00 per month	Minimum supervision accomplished by phone, mail with no office visits required.
Case Initiation Fee	\$10 one time cost	Fee is for input of data into online system, digital photo, address and phone verification.
Electronic Monitoring - Voice Tracking	\$4.00 per day	Monitors curfew via voice recognition technology.
Electronic Monitoring - Home Confinement (RF)	\$7.00 per day	Monitors curfew only via Radio Frequency Technology.
Electronic Monitoring- Remote Alcohol Testing	\$10.00 per day	Monitors alcohol content via remote testing unit at probationer's home.
Electronic Monitoring- Remote Alcohol and Home Confinement	\$10.00 per day	Monitors alcohol content via remote testing unit at probationer's home and curfew
Electronic Monitoring - Active GPS Tracking	\$12.00 per day	Monitors curfew and allows instant position of probationer. Inclusion zones, exclusion zones, and victim notification.
Substance Abuse Monitoring	\$15.00 per Drug Screen	
Community Service Work Coordination	Included No Charge	
Community Service Work Coordination & Supervision	Included No Charge	
Community Service Liability Insurance(optional)	\$20.00 for every 40 hours assigned	Community service insurance is paid for by the probationer. If probationer

		gets hurt while performing community service, the policy covers up to \$10,000.00 medical bills.
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No Supervision fees shall be charged on Pay-Only cases if all conditions of the sentence are completed within the first two weeks of the sentence order.

<u>Services</u>	<u>Fees</u>	<u>Activities</u>
My Values Workshop or Youthful Offenders Workshop or Shoplifting Workshop	\$65.00	One day (7 hour) program that focuses on the choices made by the probationer. Challenges beliefs and looks at the role of facts vs. opinions in relation to their beliefs. The probationers identify their strengths and their weaknesses, set realistic goals and develop a plan to achieve these goals.
Families Making Families Program	\$25.00 per module	Twelve (12) module program designed to teach positive parenting skill. Exercises include having probationers identify their values as parents and identifying the traits of a healthy family.
Analyzing Anger Program	\$25.00 per module	Eight (8) module program dealing with the issue of anger and probationer's inappropriate responses to anger. Requires the probationers to examine their beliefs as they relate to anger. Triggers are identified. Probationer practices relaxation and time outs.
Family Support /Life Obligations Program	\$25.00 per module	Twelve (12) module program designed to teach positive parenting skills. Exercises include having probationers identify their values as parents and identifying the traits of a healthy family.
Life Skills/Financial Management Workshop	\$65.00	One day (7 hour) program focusing on probationer's wants versus their needs. Takes a look at where their money goes, discusses beliefs they have about money and has the participants set one year financial goals and a plan for achieving these goals
"Behind The Wheel" Safe Driving Course	\$65.00	One day (6 hour) program designed to assist offenders identify their dangerous driving habits. Focus of the course is to assist offenders with developing safe and more thoughtful driving habits through an interactive format.

ATTACHMENT 2

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the President of Integrity Supervision Services, LLC (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia:

That said corporation has authorized and directed _____, in his or her official capacity as _____ of the corporation, to enter into and execute the:

Professional probation services contract between the City of Alpharetta Municipal Court and Integrity Supervision Services, LLC.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20____.

Signature

Title



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Administration
Submitted By: James Drinkard
Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: TITLE VI POLICY UPDATE

II. RECOMMENDATION:

Adopt the Title VI Policies and Procedures and Policy Statement.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL
IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY
OPRT.
BUDGET: NO

TOTAL PROJECT COST: IT IS THE EXISTING POLICY OF THE CITY OF ALPHARETTA TO NOT DISCRIMINATE OR EXCLUDE ANY INDIVIDUAL ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN AS PROVIDED BY TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, AND THE CIVIL RIGHTS RESTORATION ACT OF 1987 (P.L. 100.259). AS SUCH, THERE IS NO FISCAL IMPACT ASSOCIATED WITH THE REQUESTED ACTION.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

Title VI of the Civil Rights Act of 1964 and related statutes prohibiting discrimination in federally-assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance. The City of Alpharetta is committed to ensuring compliance with The Act as amended and all related regulations and directives.

As a recipient of federal funds administered by the Georgia Department of Transportation (GDOT), the City of Alpharetta is required to periodically readopt certain statements and assurances related to Title VI. Failure to readopt these statements and assurances would make the City ineligible for GDOT funding programs.

The Title VI statements and assurances as required by GDOT are consistent with the existing policies of the City of Alpharetta.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Title VI Policy Statement, Policies And Procedures - Title VI, Title VI Notice to the Public



TITLE VI POLICY STATEMENT

The City of Alpharetta Mayor and Council is committed to the compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color, or national origin as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

The Title VI compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

David Belle Isle, Mayor

Date

Donald Mitchell, Post I

Ben Burnett, Post II

Chris Owens, Post III

Jim Gilvin, Post IV

Jason Binder, Post V

Dan Merkel, Post VI

Approved As To Form
C. Sam Thomas, City Attorney



TITLE VI NON- DISCRIMINATION POLICY

EFFECTIVE DATE: JULY 11, 2013
REVISED: FEBRUARY 19, 2018

PURPOSE

The purpose of this policy is to articulate the City of Alpharetta's commitment to comply with all Non- Discrimination provisions pursuant to Title VI of the Civil Rights Act of 1964, as amended.

POLICY

The Alpharetta Mayor and Council is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, the City of Alpharetta assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Alpharetta further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Alpharetta will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

When the City of Alpharetta distributes federal aid funds to another entity, the City will include Title VI language in all written agreements and will monitor them for compliance.

RESPONSIBILITIES

Under this policy the specific Title VI responsibilities are assigned to City departments and agencies as specified below:

The Title VI Compliance Officer is responsible for initiating and monitoring Title VI activities, preparing required reports and other City responsibilities through the Title VI Compliance Officer. The Title VI Compliance Officer is responsible for implementing, monitoring, and ensuring the City's compliance with Title VI regulations by developing and implementing a Title VI Plan, preparing annual Title VI accomplishments and goal

reports, creating compliant activity logs, maintaining effective informational materials and providing proactive supervision and guidance to departmental Title VI liaisons.

The Title VI Compliance Officer is responsible for maintaining and updating this policy as well as establishing and implementing discrimination complaint procedures associated with Title VI of the Civil Rights Act of 1964, as amended.

The Title VI Compliance Officer is responsible for ensuring that the required Title VI and Notice to the Public language is included in all solicitations and contracts; monitoring of projects; providing outreach to Disadvantaged Business Enterprises ("DBEs"); providing contractor/vendor/subcontractor training; and handling contractor/subcontractor complaints.

Grant Recipient Departments are responsible for designating a Title VI Liaison. The Title VI Liaison's responsibilities include but are not limited to the following:

1. Ensuring compliance, program monitoring, reporting and education within their respective programs;
2. Attending regularly scheduled meetings with the Title VI Compliance Officer to discuss issues regarding program implementation and compliance monitoring within the City of Alpharetta;
3. Assisting the Title VI Compliance Officer with ensuring compliance, program monitoring, reporting and education within their respective Departments, as appropriate.

APPLICABILITY

This policy and procedure applies to all City departments and agencies, contractors, and elected officials.



TITLE VI NOTICE TO THE PUBLIC

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directly affected by the program. Following is the public notice used by the City of Alpharetta

The City of Alpharetta hereby gives public notice that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. Title VI Discrimination Complaint Forms may be obtained from the Title VI Compliance Officer at the following:

HUMAN RESOURCES: TITLE VI COMPLIANCE
CITY OF ALPHARETTA
2 PARK PLAZA
ALPHARETTA, GA 30009
TEL: 678-297-6014



City Council Meeting and Public Hearing

STAFF REPORT

Submitting Department: Finance

Submitted By:

Meeting Date: February 21, 2018

I. AGENDA ITEM TITLE: HISTORY ROOM CONSTRUCTION SERVICES (STORYTELLER STATION AND SONG STATION ADDITIONS)

II. RECOMMENDATION:

Please approve the following: (i) an amendment in the amount of \$21,815 to the professional services contract with Malone Design/Fabrication for the addition of a Video Storyteller Station and Song Station to the Alpharetta History Room; and (ii) \$2,000 for contingency to cover material and equipment needs through project completion; and (iii) authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: \$23,815 (ALPHARETTA STORYTELLER STATION AND SONG STATION). TOTAL CONTRACT VALUE INCLUDED BELOW.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Alpharetta History Room (30113230-544300-C1501)	\$23,815.00
Non-Allocated (30190200-579000)	(\$23,815.00)

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

As the Alpharetta History Room nears completion, the project team identified the following two changes to the design plans that will provide a more impactful user experience: Alpharetta Storyteller Station; and Alpharetta Song Station.

- Alpharetta Storyteller Station – kiosk that allows visitors to sit and comfortably watch longer video clips;
- Alpharetta Song Station– kiosk modification that provides audio capabilities to highlight the historical “Song of Alpharetta”.

The cost for these changes is \$21,815 and will be added to the Malone Design/Fabrication contract resulting in a revised contract value of \$343,870. The contract detail is as follows:

- \$53,000 for Design Services;
- \$244,780 for Construction Services;
- \$9,475 for Exhibit Changes (change order #1);
- \$14,800 for Monitor Collage Wall (change order #2); and
- \$21,815 for the Alpharetta Storyteller Station and Song Station (change order #3).

The proposal and design documents for the Alpharetta Storyteller Station and Song Station are attached.

An additional \$2,000 is being requested for contingency to cover material and equipment needs through project completion.

Funding for these changes is coming from Non-Allocated within the Capital Project Fund (balance of \$2,978,399 after accounting for these costs in addition to the Mid-Year Budget Amendment).

V. ALTERNATIVES:

VI. ATTACHMENTS:

Malone Proposal (CO3)



proposal

to: Tom Harris

date: 02/08/2018

from: Brad Parker

pages: 1

re: Alpharetta City History Room:

Implementation of 2 Additional Exhibit Elements

Scope of Work

Malone will Produce the additional exhibit elements shown in the drawings called "Alpharetta Video Storyteller Station Addition" and "Alpharetta Era 2 - Alpharetta Song Station Addition."

The video station price includes the kiosk, graphics, media hardware, and updateable touchscreen interface programming. The design as shown utilizes power coming through the ceiling (using the metal pieces as a wire chase) and includes Burgess Electric running the power for Malone. The touch interface will show thumbnails photos of all the videos with the people's names to scroll through and select. We will also provide instructions on how to add more interviews in the future.

The song station is pretty straight-forward and Malone will plug into existing power behind the Area 1 audio unit.

Item	Add
Video Storyteller Station	\$18,550
Alpharetta Song Station	\$3,265
Totals	\$21,815

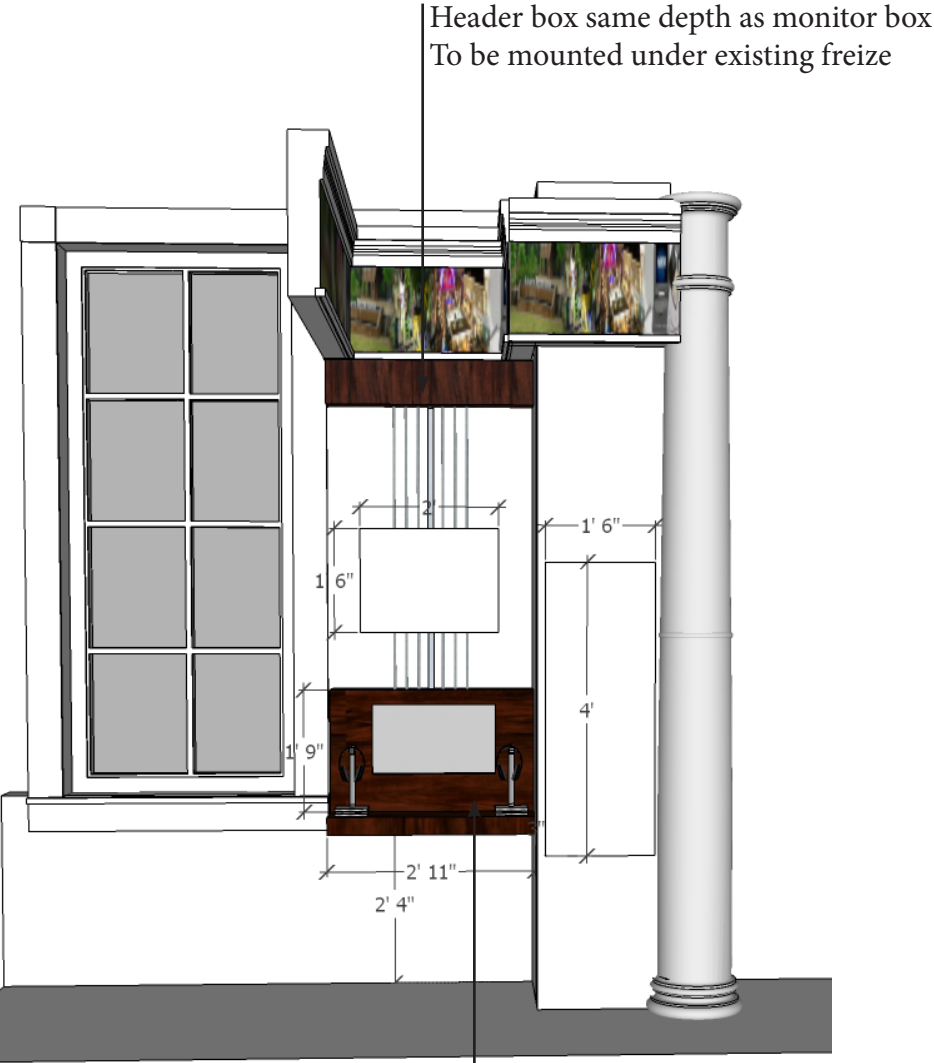
Terms

Continuation of terms of existing contract

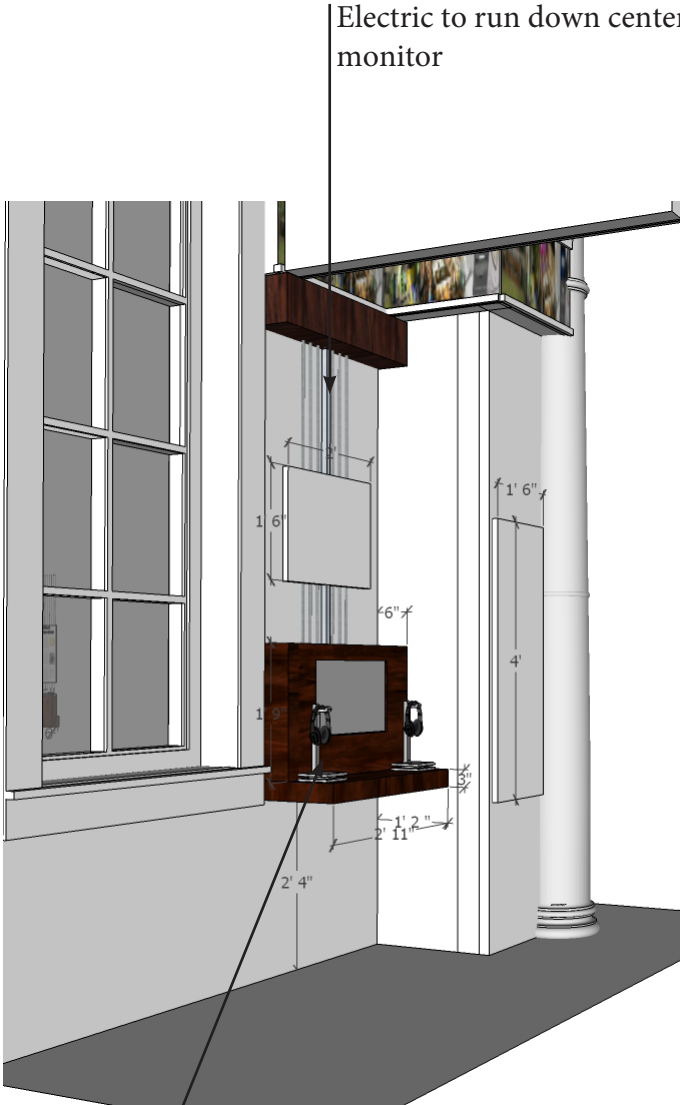
Schedule

TBD

Alpharetta Video Storyteller Station Addition

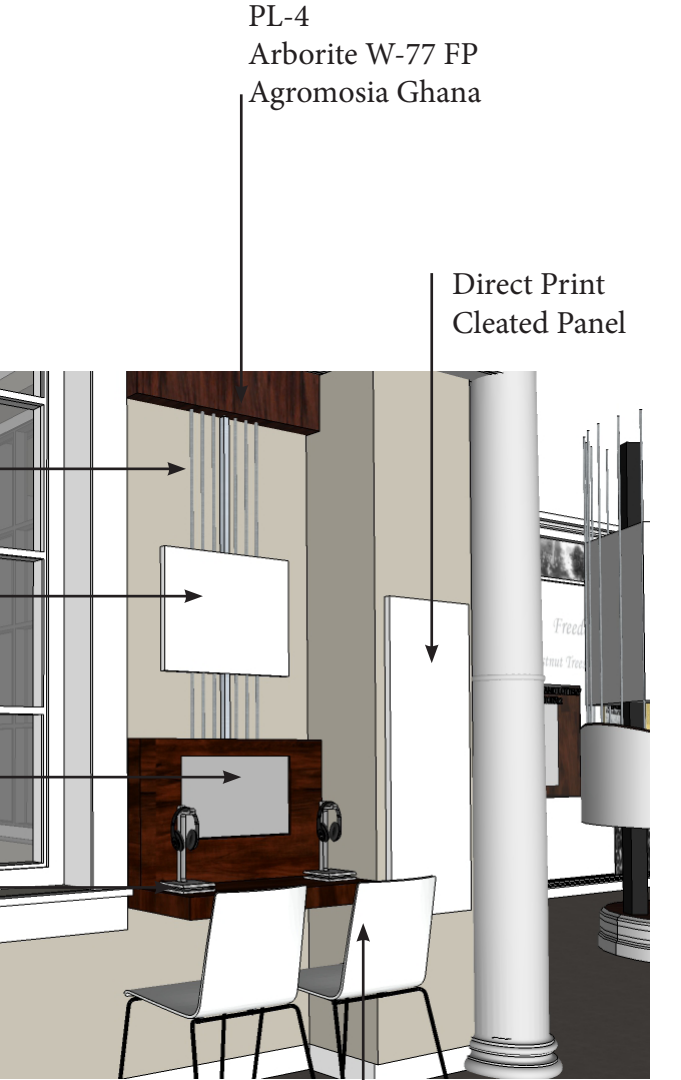


All hardware will be mounted
in monitor box
Will need access panels



Headphones wires will
run to computer/monitor

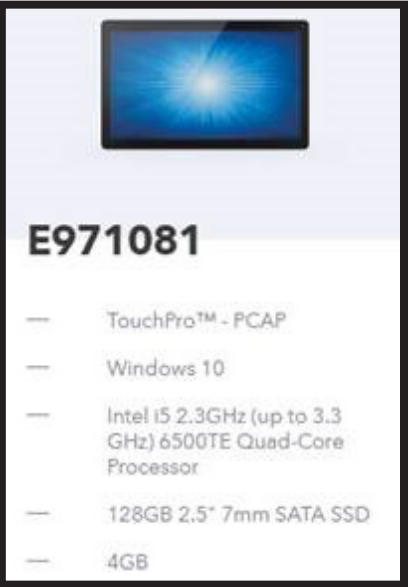
- 1" Dia aluminum
tubes sanded
- Direct Printgraphic
attached to pipes
- 24"touch screen monitor
with built in computer
- Purchased headphones
and headphone stands



Wired Headphones QTY2

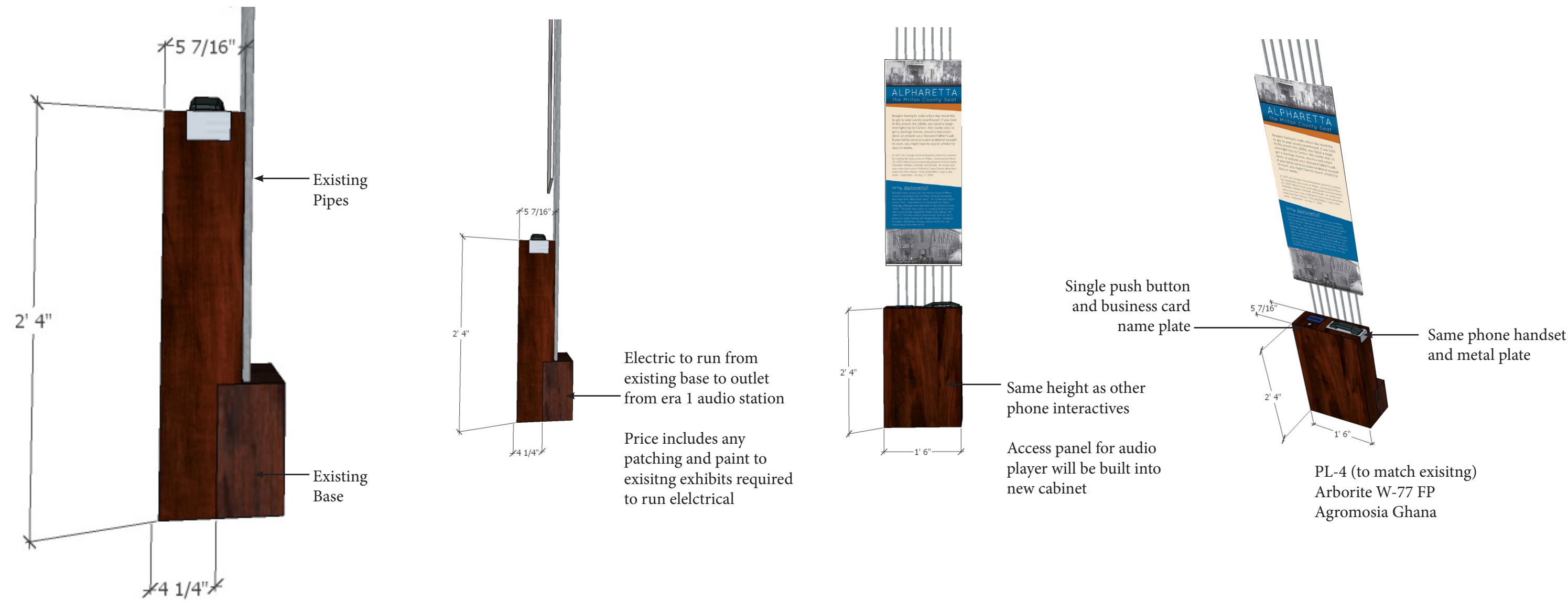


Metal headphone stands



ELO I-Series for Windows
22-inch AiO Touchscreen

Alpharetta Era 2 - Alpharetta Song Station Addition



New kiosk built in front and on top of existing era entry basein front of he metal poles

**A RESOLUTION AND ORDINANCE TO REGULATE AND PROVIDE FOR THE
CALLING OF A CITY OF ALPHARETTA SPECIAL ELECTION TO BE HELD IN
CONJUNCTION WITH THE STATE-WIDE GENERAL PRIMARY ON MAY 22, 2018;
TO PROVIDE FOR AND RATIFY THE PUBLICATION AND NOTICE OF THE
ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO
ESTABLISH CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER
REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the Charter of the City of Alpharetta and the laws of the State of Georgia, the City of Alpharetta is authorized to hold a non-partisan special election in conjunction with the state-wide general primary on the 22nd day of May 2018, to fill the unexpired term of Mayor and the unexpired terms of City Council Post 3 and Post 4; and

WHEREAS, the unexpired terms of the Mayor and City Council Post 4 expire December 31, 2019, and the unexpired term of City Council Post 3 expires December 31, 2021; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED BY THE COUNCIL OF THE CITY OF ALPHARETTA, AND IT IS HEREBY RESOLVED AND ORDAINED that a non-partisan special election is hereby called to be held in the City of Alpharetta, Georgia, on the 22nd day of May, 2018, to fill the unexpired term of Mayor and the unexpired terms of City Council Post 3 and Post 4;

BE IT FURTHER RESOLVED AND ORDAINED that those residents who have not previously registered shall make application for registration no later than the close of business on April 24, 2018; and

BE IT FURTHER RESOLVED AND ORDAINED that those residents who wish to qualify as a candidate in the election shall file a notice of candidacy in the Office of the City Clerk no earlier than 8:30 A.M. on March 5, 2018 and no later than noon on March 9, 2018, and that all candidates for election shall designate, at the time of qualifying, the post for which they are seeking election; and

BE IT FURTHER RESOLVED AND ORDAINED, as required by law, the qualification fee for Mayor shall be \$900.00, and the

qualification fee for City Council Post 3 and Post 4 shall each be \$450.00; and

BE IT FURTHER RESOLVED AND ORDAINED that the City Clerk is hereby authorized and directed to prepare and publish a notice to call said special election and provide the qualifying fees for the offices to be filled in said special election in the Alpharetta-Roswell Herald, The Atlanta Journal-Constitution and such other newspapers of general circulation within the City as the City Clerk or City Attorney deem appropriate, which notice shall contain the information required by applicable law; and

BE IT FURTHER RESOLVED AND ORDAINED that any and all prior actions by the City Clerk to prepare and publish any notices and advertisements required by law to call and conduct said special election are hereby ratified, affirmed, and made effective as official actions of the Council as of February 21, 2018; and

BE IT FURTHER RESOLVED AND ORDAINED that the City Clerk is hereby authorized and directed to execute all necessary documents and perform such other acts to call and conduct said special election; and

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

BE IT FURTHER RESOLVED AND ORDAINED that this Resolution and Ordinance shall be, and hereby is deemed to be, effective for all purposes as of February 21, 2018.

ADOPTED AND APPROVED this _____ day of _____, 2018.

CITY OF ALPHARETTA, GEORGIA

By: _____

Mayor Pro Tem

COUNCIL MEMBERS

—
—
—
—

(SEAL)

Attest:

Clerk

1342044

CITY OF ALPHARETTA

NOTICE OF SPECIAL CITY ELECTION AND VOTER REGISTRATION

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

YOU ARE HEREBY NOTIFIED that on the twenty-second (22nd) day of May, 2018, in conjunction with the state-wide general primary, a non-partisan special election will be held in the City of Alpharetta, Georgia to fill the unexpired term of Mayor (term expires December 31, 2019) and the unexpired terms of City Council Post 3 (term expires December 31, 2021) and City Council Post 4 (term expires December 31, 2019). All posts are at-large positions. Those candidates receiving a plurality of the votes cast for any position shall be elected.

The election shall be held at the regular polling places of the City of Alpharetta and the polls will be open from 7:00 A.M. to 7:00 P.M. on the date fixed for the election. Advanced voting will begin on Monday April 30, 2018, and end on Friday, May 18, 2018, with specific hours to be provided by Fulton County at a later date.

Those residents who wish to qualify as a candidate in the election shall file a notice of candidacy in the Office of the City Clerk no earlier than 8:30 A.M. on March 5, 2018, and no later than noon on March 9, 2018, and all candidates for election shall designate, at the time of qualifying, the post for which they are seeking election. All candidates for election to Mayor shall pay a qualifying fee of \$900.00, and all candidates for election to City Council Post 3 or Post 4 shall pay a qualifying fee of \$450.00.

Those residents qualified to vote at the election shall be determined in all respects in accordance with the election laws of the State of Georgia, and the Charter and Ordinances of the City of Alpharetta. Those residents who have not previously registered shall make application for registration no later than the close of business on April 24, 2018. Residents may make application for registration in person at City Hall or any other Fulton County, Georgia registration location, or in any other manner, and at any other location authorized by the laws of the State of Georgia.

Coty Thigpen, City Clerk

City of Alpharetta, Georgia