



City Council Meeting FEBRUARY 15, 2016

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. PROCLAMATIONS
 - A. "Rotary has Heart" Proclamation
- V. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 02/09/2016)
- VI. PROJECT UPDATES
 - A. Convention Center
 - 1. Presentation by Stormont Hospitality Group
 - B. City Center - Public Development
 - C. City Center - Private Development
- VII. OLD BUSINESS
 - A. Ordinance for Calling of an Election to Determine the Issuance or Non-Issuance of City of Alpharetta General Obligation Bonds in the Principal Amount of \$52,500,000 (2nd reading)

"AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF \$52,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS; AND FOR OTHER PURPOSES"
 - B. SR 120- State Bridge to Jones Bridge (tabled 1/19/16)
- VIII. NEW BUSINESS
 - A. 911 Emergency Telephone System Replacement
 - B. Intergovernmental Agreement with Fulton County for Provision of Election Services
- IX. WORKSHOP
 - A. Sign Ordinance Amendment Discussion
- X. PUBLIC COMMENT
- XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION



**A PROCLAMATION
BY THE MAYOR OF THE CITY OF ALPHARETTA**

"ROTARY HAS HEART"

- WHEREAS:** Rotary International, founded February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations; and
- WHEREAS:** there are over 1.2 million Rotary club members comprised of professional, business, and community leaders in over 34,823 clubs in 206 countries and geographic areas; and
- WHEREAS:** the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and
- WHEREAS:** local clubs are encouraged to participate in a Community Service Project centered around Rotary International's six areas of service (basic education and literacy, economic and community development, disease prevention and treatment, peace and conflict prevention/resolution, water and sanitation, maternal and child health); and
- WHEREAS:** Rotary is committed to adopting projects to help do good in the world; and Alpharetta Rotary is one of approximately 1600 clubs throughout eight states and the District of Columbia in the United States and 20 countries of the Caribbean with more than 67,500 members sponsoring a project in the first quarter of the year 2016, finding Valentine's Day directly in the middle of this time, to satisfy a need in its community, thus "Doing Good in the World."

NOW THEREFORE: We, the Mayor and City Council, for the City of Alpharetta do hereby proclaim February 14, 2016 as "Rotary Has Heart Day" in Alpharetta, and encourage all citizens to join with Rotary International and the Alpharetta Rotary Club, in making sure this project is given proper recognition.

Proclaimed this 15th day of February, 2016




David C. Belle Isle, Mayor

ATTEST:


Coty Thigpen, City Clerk



Official Minutes of Council Meeting on

February 9, 2016

City Hall Council Chambers

2 Park Plaza

7:30 PM

Official Minutes

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

I. CALL TO ORDER

❖ *Mayor Belle Isle called the meeting to order at 7:33 p.m.*

II. ROLL CALL

Members Present:

Mayor Belle Isle, Mayor Pro Tem Owens, Council Members Kennedy, Binder, Mitchell and Gilvin

Members Absent:

Council Member Dan Merkel

Staff Present:

City Administrator Bob Regus, Assistant City Administrator James Drinkard, City Attorney Sam Thomas, City Clerk Coty Thigpen, Director of Community Development Kathi Cook, Director of Public Works Pete Sewczwicz, Director of Finance Tom Harris, Deputy Director of Public Safety Wes McCall, Director of Recreation and Parks Mike Perry, Senior Engineer Eric Graves

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 02/01/2016)

❖ *Council Member Kennedy offered a motion to approve the Consent Agenda*

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

V. PROJECT UPDATES

A. Convention Center

- Mr. Regus reported that there would be a presentation on this at the next Council meeting.

B. City Center - Public Development

C. City Center- Private Development

Public Comment

None

VI. NEW BUSINESS

A. Ordinance for Calling of an Election to Determine the Issuance or Non-Issuance of City of Alpharetta General Obligation Bonds in the Principal Amount of \$52,500,000 (1st reading)

"AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF \$52,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS; AND FOR OTHER PURPOSES"

- Mr. Regus, Mr. Sewczwicz, and Mr. Perry made brief presentations regarding the slated projects for the bond
- City Attorney, Sam Thomas, read the Ordinance aloud

Public Comment - None

- ❖ *Council Member Mitchell offered a motion to approve the Ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of City of Alpharetta, Georgia General Obligation Bonds, in the principal amount of \$52,500,000 as read by the City Attorney*
- *The motion was seconded by Council Member Kennedy*
- *Motion approved (6-0)*

VII. PUBLIC COMMENT

None

VIII. REPORTS

- Council Member Gilvin reported that he went down to State Capitol to the Local Government Committee meeting regarding HB 313 and spoke out against it on behalf of the citizens of Alpharetta. The bill is concerning MARTA expansion.
- Mayor Belle Isle announced that he had 2 appointments:
 - Mary Lee to the Historic Preservation Commission
 - Michael Cross to the Pension Board

IX. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ *Council Member Kennedy offered a motion to adjourn to Executive Session*
 - *The motion was seconded by Council Member Owens*
 - *Motion approved (6-0)*

Respectfully Submitted,



Coty Thigpen, City Clerk



**Alpharetta Conference Center
The Hotel at Avalon
City Council Project Update
February 15, 2015
AGENDA**

A. RECURRING AGENDA ITEMS:

1. Project Update:

1. Discussion and summary of current activities will include:
 - a. Costs to date (Project Cost and Funding summaries enclosed)
 - b. Design status
 - c. Schedule status

2. Review Items:

1. No official submittals for review this month

3. Approval Items:

1. No official submittals for approval this month.
2. Note: The Master Project Budget has been updated and circulated to the City and will be updated again prior to closing. We anticipate issuing a final updated budget for approval prior to closing. AHA has increased its funding by \$4 million to accommodate the anticipated increased costs. This budget and several other items will be approved as part of the closing process.

B. PRESENTATION ITEMS:

1. Costs to Date Summary, enclosed
2. Design Status Update:
 - a. Design Development drawings issued 2/12/2016
 - b. Updated Interior Design plan for Restaurant/Bar
 - c. Condominium Documentation and Condo Lines of Demarcation
3. Near Term Schedule Items:
 - a. 2/15/2016 "All Hands on Deck" closing review meeting with legal counsel
 - b. 2/23/2016 DAFC Hearing on Bond-for-Title revisions
 - c. 3/31/2016 target for Closing, depending on GMP status
4. Recently Signed Third Party Contracts:
 - a. The Johnson Studio – Restaurant/Bar Interior Design
 - b. Benjamin West – Purchasing FF&E and OS&E
 - c. Imbibe - Conference Center Room Naming
5. Sales and Marketing Update:
 - a. Interim Sales Collateral piece, enclosed

C. REVIEW AND APPROVAL REFERENCES FROM THE MDA:

1. Review Items:

- | | |
|---|-----------------------------|
| 1. Project Related Submittals (2.1.5) | - Not Yet Applicable |
| 2. Title Exceptions and Due Diligence Materials (4.1.1) | - Sent to City in September |
| 3. GMP Contract and subcontractor bids (4.1.3) | - Not Yet Applicable |
| 4. FF&E Schedule (4.1.5a and 7.1.1) | - Not Yet Applicable |
| 5. OS&E Schedule (4.5.1a) | - Not Yet Applicable |
| 6. Schedule Updates (6.6 and 6.7.4 and 10.6) | - Updated Schedule Enclosed |

2. Approval Items:

- | | |
|---|---------------------------------------|
| 1. Several items already approved in MDA (3.2) | - Approved in MDA |
| 2. Change of Franchise or Mgt. (1.1.67 and 1.1.85) | - N/A |
| 3. Naming of Conference Center Rooms (2.1.2) | - No Names Yet Discussed |
| 4. Any change to Project Architect or GC (2.1.6) | - N/A |
| 5. Permitted Exceptions (4.1.1) | - N/A |
| 6. GMP and Construction Drawings (1.1.33 and 4.1.2) | - Not Yet Available |
| 7. Final Pre-Closing Master Project Budget (4.1.2) | - Not Yet Available |
| 8. Project Changes by AHA, as defined (6.4.1) | - N/A |
| 9. Development Budget Reallocations (6.5.1) | - Minor reallocations in Draw Request |
| 10. Other Changes to Dev Budget (6.5.3 and 6.7.3) | - No updates |
| 11. Schedule Changes (6.6 and 6.7.4 and 10.6) | - Updated Schedule Enclosed |
| 12. Any remuneration from vendors (10.5) | - None |
| 13. Insurance Deductibles (11.1.1) | - Not Yet Determined |
| 14. Insurance Value of soft costs (11.1.1) | - Not Yet Determined |
| 15. Insurance Documentation and Certificates (11.2) | - Not Yet Applicable |

D. ENCLOSURES WITH THIS AGENDA:

1. Summary of Costs To Date and Funding To Date
2. Interim Sales Collateral piece

**Alpharetta Conference Center and Hotel Avalon, Alpharetta, GA
Development Cost Report**

COST CODE	DESCRIPTION	CONSULTANT/ CONTRACTOR/ COMMENT	BENCHMARK DRIVER	Original Budget BUDGET 8/10/2015	Prior REVISIONS	Current REVISIONS	Revised BUDGET 1/31/2016	PREVIOUSLY COMPLETED 12/31/2015	COMPLETED THIS PERIOD 1/31/2016	TOTAL COMPLETE 1/31/2016	BALANCE TO FINISH 1/31/2016	COMMITTED COSTS	UNCOMMITTED FORCASTED COSTS	FORECASTED FINAL COSTS
<u>LAND, SOFT, CONSTRUCTION, & FF&E COSTS</u>		<u>SUMMARY BUDGET</u>												
	TOTAL LAND AND IMPROVEMENTS			9,075,000	0	0	9,075,000	250,000	0	250,000	8,825,000	9,075,000	0	9,075,000
	SOFT COSTS			8,883,860	-281,417	167,125	8,769,567	1,509,225	149,409	1,658,633	7,110,934	7,578,664	1,190,903	8,769,567
	SOFT COSTS CONTINGENCY			18,158	6,842	-25,000	0	0	0	0	0	0	0	0
	GENERAL CONSTRUCTION			65,793,608	3,925,356	144,000	69,862,964	7,900	0	7,900	69,855,064	7,900	69,855,064	69,862,964
	GENERAL CONSTRUCTION CONTINGENCY			3,209,000	144,000	0	3,353,000	0	0	0	3,353,000	0	3,353,000	3,353,000
	FURNITURE, FIXTURES, & EQUIPMENT			9,353,858	310,303	247,707	9,911,868	0	0	0	9,911,868	211,000	9,700,868	9,911,868
	FF&E CONTINGENCY			319,996	83,030	-247,707	155,319	0	0	0	155,319	0	155,319	155,319
SUB TOTAL LAND, SOFT COSTS, CONSTRUCTION, & FF&E				96,653,480	4,188,114	286,125	101,127,719	1,767,125	149,409	1,916,534	99,211,185	16,872,565	84,255,154	101,127,719
<u>OPERATIONS-RELATED COSTS</u>														
	OPERATING SUPPLIES & EQUIPMENT			4,511,288	-1,053,487	-26,760	3,431,040	0	0	0	3,431,040	88,500	3,342,540	3,431,040
	WORKING CAPITAL			305,000	20,000	0	325,000	25,000	0	25,000	300,000	325,000	0	325,000
	PRE-OPENING COSTS & OTHER			1,922,357	51,000	-40,000	1,933,357	0	5,000	5,000	1,928,357	1,763,357	170,000	1,933,357
SUB-TOTAL OPERATIONS-RELATED COSTS				6,738,645	-982,487	-66,760	5,689,397	25,000	5,000	30,000	5,659,397	2,176,857	3,512,540	5,689,397
<u>LEGAL, FINANCING, & CLOSING COSTS</u>														
	TOTAL BROKERAGE & LOAN COSTS			1,328,500	168,750	0	1,497,250	60,000	0	60,000	1,437,250	1,282,250	215,000	1,497,250
	INTEREST RESERVES & RELATED COSTS			1,700,000	200,000	0	1,900,000	0	0	0	1,900,000	0	1,900,000	1,900,000
	LEGAL, CLOSING COSTS, DEVELOPMENT PROFIT, OTHER			779,376	425,623	-219,365	985,634	298,580	17,077	315,658	669,976	315,658	669,976	985,634
SUB-TOTAL LEGAL, FINANCING, & CLOSING COSTS				3,807,876	794,373	-219,365	4,382,884	358,580	17,077	375,658	4,007,226	1,597,908	2,784,976	4,382,884
SUB-TOTAL ALLOCATED DEVELOPMENT COSTS				107,200,000	4,000,000	0	111,200,000	2,150,705	171,486	2,322,191	108,877,809	20,647,329	90,552,671	111,200,000
	APPLY CONFERENCE CENTER COST CAP	\$24,900,000		0	0	0	0	0	0	0	0	0	0	0
TOTAL ALLOCATED COSTS AND FUNDING OBLIGATIONS				107,200,000	4,000,000	0	111,200,000	2,150,705	171,486	2,322,191	108,877,809	20,647,329	90,552,671	111,200,000

**Alpharetta Conference Center and The Hotel at Avalon
Pre-Development Costs Draw
Through Draw Request #11
Funding Responsibility Summary**

		<u>Funding Requested From:</u>		<u>Date Draw Submitted</u>
<u>Draw Request</u>	<u>Total Cost Accounted For</u>	<u>City of Alpharetta</u>	<u>Avalon Hotel Associates</u>	
<u>#</u>	<u>Month</u>			
1	February, 2014	\$19,746.86	\$68,016.95	03/06/14
2	March, 2014	\$4,488.02	\$15,458.72	04/16/14
n/a	City-Direct	\$19,475.72	\$0.00	04/25/14
3	Apr '14 - May '14	\$5,694.50	\$15,334.50	06/11/14
3.5	City Exclusions	-\$3,508.13	\$3,508.13	06/23/14
4	Jun '14 - Jan '15	\$14,103.04	\$21,743.07	02/10/15
5	Feb '15 - Apr '15	\$0.00	\$28,184.93	05/08/15
6	May '15 - July '15	\$51,614.71	\$249,690.17	08/19/15
7	Aug '15 - Sept '15	\$210,526.85	\$613,293.71	10/21/15
8	October, 2015	\$24,787.51	\$69,076.92	11/04/15
9	November, 2015	\$87,322.78	\$303,773.55	12/09/15
10	December, 2015	\$49,862.76	\$278,509.94	01/13/15
11	January, 2016	\$49,271.78	\$122,214.27	02/04/16
12		\$0.00	\$0.00	
13		\$0.00	\$0.00	
14		\$0.00	\$0.00	
15		\$0.00	\$0.00	
16		\$0.00	\$0.00	
17		\$0.00	\$0.00	
18		\$0.00	\$0.00	
Total Project:		<u>\$533,386.39</u>	<u>\$1,788,804.86</u>	



THE HOTEL

AT AVALON

ALPHARETTA CONFERENCE CENTER



Atlanta's Newest Destination

Check-in to the wonder of Avalon



Experience genuine, resort-level
hospitality infused throughout a beautiful,
cosmopolitan community.





A Grand Reimagining of Resort Environment

The Hotel at Avalon

Inspired by the mythical land of Avalon, where the experience of the “Good Life” is ever-present, **THE HOTEL AT AVALON ARRIVES** – a grand reimagining of resort environment, where guests are immersed in the timeless art of living well. Here, graceful, modern Southern hospitality is infused throughout a walkable community of shopping, dining, lodging, working, and entertaining, all in the heart of Alpharetta. Flowing from the hotel, the new Alpharetta Conference Center provides the area’s premier meetings and events destination.

Arrive to a Sophisticated Atlanta Enclave

*Access everything within
a walkable village*



DINING

16 venues starring Atlanta's premier chefs



AMENITIES

Smartly catered conveniences



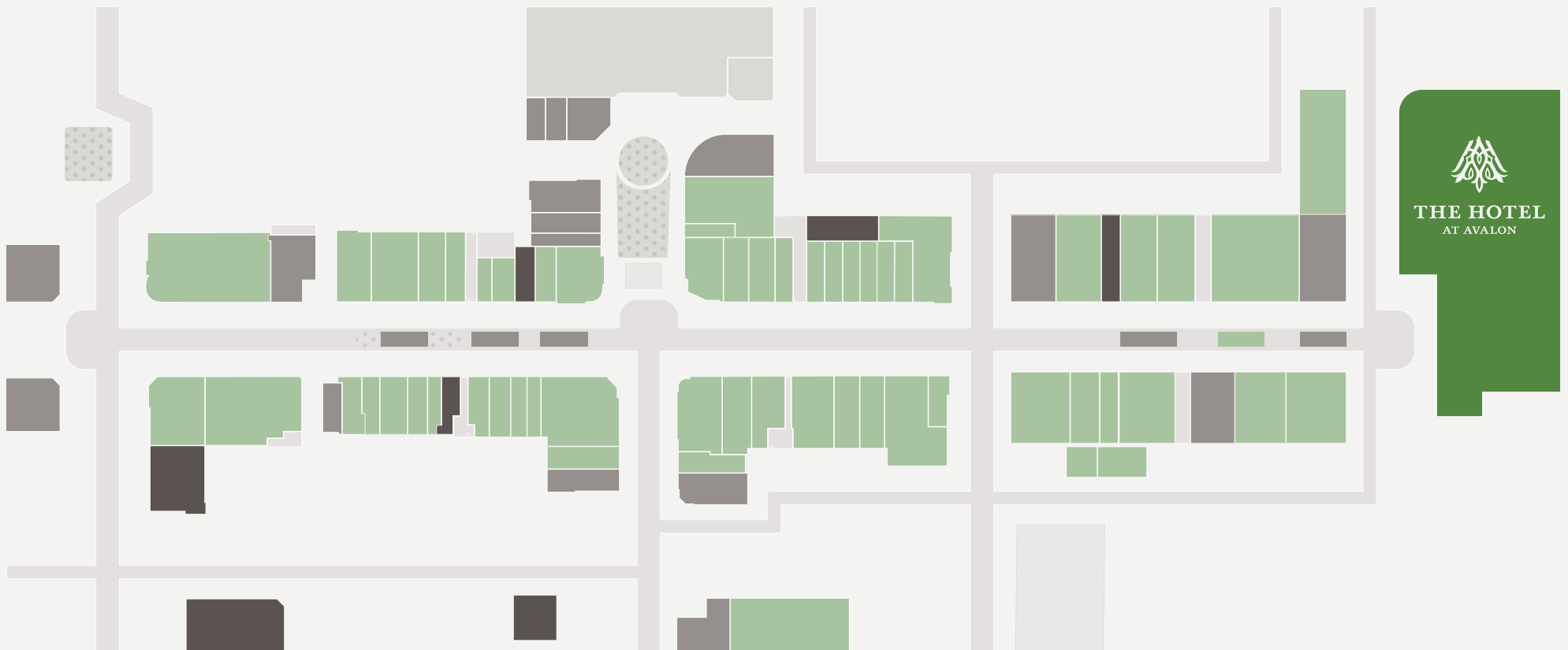
RETAIL

Over 50 shops in one vibrant destination



ENTERTAINMENT

Infused throughout a walkable community



A Retail Destination

—

Along an expansive walk with more than 75 upscale retailers, guests of Avalon enjoy a highly-curated and elevated shopping experience. With its trademark wide boulevards and pretty center square, it's no surprise this is a hotspot, where everything from posh outposts to popular boutiques meshes beautifully, with another amazing find right around the corner.



PETER MILLAR

JOHNNY WAS

ANTHROPOLOGIE



CALYPSO

St. Barth

ORVIS[®]
SPORTING TRADITIONS
Since 1856

TUMI

Free People

J.CREW

lululemon  athletica



A Befitting Complement

The Alpharetta Conference Center newly arrives, sharing the sophisticated ethos of Avalon and providing fresh and fabulous venues for meetings, trade shows and events.

A Fresh Forward Outlook

For meetings & events

330

GUESTROOMS
AND SUITES

44,000

SQ. FT. OF TOTAL
EVENT SPACE

16

PREMIER DINING
OPTIONS

1ST

GIGABIT COMMUNITY
IN ATLANTA

- 330 guestrooms and suites, including fabulous hospitality suites and personal luxury suites, filled with light and gracious charm
- 44,000 square feet of adaptable space—ballrooms, meeting studios, flexible pre-function spaces, and sophisticated indoor and outdoor event spaces including an outdoor pool and catering deck
- Convenient one floor, seamless flow across a single conference level
- A welcoming fiberhood awaits in Atlanta's first gigabit community
- Creative catering from our signature restaurant + 16 additional chef-driven dining/lounging options within steps
- 24/7 Fitness + Exhale Spa
- The remarkable amenity of Avalon's shops, dining + entertainment at your door, in a walkable community



It All Comes Together Here

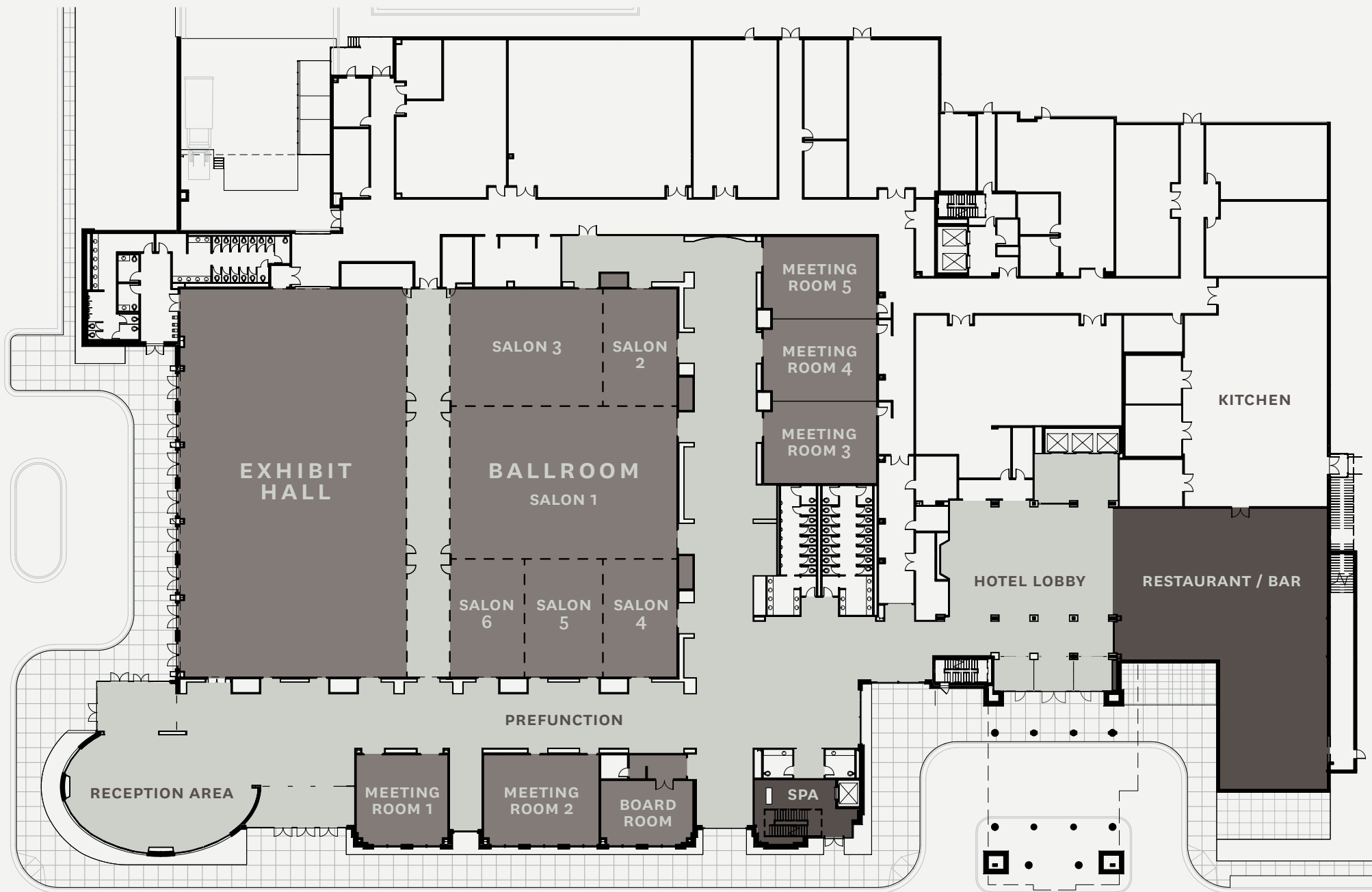


With its lofty spaces, bright design and brilliantly **MODERN FIBERHOOD TECHNOLOGY**, doing business becomes a breeze. Spaces are sized from grand to intimate, the perfect host to gatherings both major and minor. Best of all, attendees step from guestrooms to meeting rooms in mere minutes, across a direct-to-hotel threshold.

Glorious Adaptable Spaces

Match every event by design

	DIMENSIONS		CAPACITY					
Meeting Room	LxW (ft)	Sq. Feet	Theater	Schoolroom	Conference	U-Shape	Reception	Banquet
Exhibit Hall & Connector	132x77	10,266	1,000	560	—	—	1000	650
Ballroom & Connector	132x77	10,266	1,000	560	—	—	1000	650
Ballroom & Exhibit Hall	132x154	22,671	2,000	1,200	2,000	1,400	—	—
Meeting Room 1	30x37	1,110	107	53	25	21	107	78
Meeting Room 2	30x24.5	735	71	35	17	14	71	51
Meeting Room 3	38x28	1,071	103	51	24	21	103	75
Meeting Room 4	38x28	1,071	103	51	24	21	103	75
Meeting Room 5	38x28	1,071	103	51	24	21	103	75
Boardroom	30x23	690	—	—	26	—	—	—
Reception Area	—	2,354	—	—	—	—	—	—
Prefunction	—	12,909	—	—	—	—	—	—
Salon 1	77x52	4,004	413	222	115	99	413	247
Salon 2	40x25	1,000	103	56	29	25	103	62
Salon 3	40x52	2,080	214	116	60	51	214	128
Salon 4	40x25	1,000	103	56	29	25	103	62
Salon 5	40x27	1,080	111	60	31	27	111	67
Salon 6	40x25	1,000	103	56	29	25	103	62



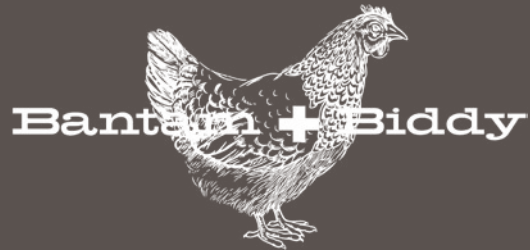


Inspired Dining

*From boardroom meetings
to conferences, to custom
business gatherings*



The Hotel at Avalon and Alpharetta Conference Center set the stage beautifully, with healthy dining to complement. Whether serving an intimate studio of 20 guests or attending to 1,400 people in our grand ballroom, everyone can anticipate exceptional cuisine that is locally sourced and artfully prepared.



The Luxury of Choice

—

Within Avalon, Atlanta's premier chefs star at 16 exciting dining venues. Offering exceptional cuisine and the luxury of an extraordinarily diverse array of options for dine-arounds or on-your-own meals.



Charming & Sophisticated

Rooms and suites

RIISING TO OVERLOOK AVALON, and its Alpharetta neighborhood, The Hotel at Avalon's 330 spacious guest rooms and suites greet guests in elegant Southern style. With their warm residential feel, dreamy bathrooms, and luxe inviting air, each provides the superb opportunity to check-in to the wonder that is Avalon. In a palette of grays and creams and buttery yellow, among the curated and the contemporary, guests find a sanctuary so perfectly rendered, it's hard to leave. Enjoy thoughtful spaces to balance work + life, an exceptional departure from the ordinary.



Business & Pleasure

Rarely meet like this

—

The Hotel at Avalon is more than a place to stay
it's a place to be—immersed in a welcoming
environment filled with great taste and local flavor...
a sanctuary **LAYERED WITH GRACIOUS PLENTY.**

Guests enjoy the perfection of well-crafted
cocktails and memorable farm-to-table cuisine,
sumptuous sleeps, conference convenience,
and the wellness focus derived from the on-site
Exhale Spa and Fitness Center. All wrapped in the
warm and friendly “of service” ethos of Avalon.



An expression of the
AUTOGRAPH COLLECTION®
HOTELS
exactly like nothing else



**A SAMPLING OF AVALON'S
EXTENSIVE HOTEL + CONFERENCE
CENTER GUEST SERVICES:**

- **Valet Parking**
- **Room Service**
- Complimentary use of the 24-hour **fitness facilities**
- Spa Services at **Exhale Spa**
- Club Avalon **Concierge**
- Executive **car services** available
- Complimentary **high-speed wireless** Internet access throughout Avalon
- **Executive Boardroom, Meeting Room and Private Event Space**
- Smart boards, electronic flip charts, and **state-of-the-art AV throughout the hotel**
- **iPads, laptops & cell phones** available
- **Customized banquet menus for private events, luncheons, dinner parties and business meetings**

Service That's Non-Stop

With amenities that smartly cater to productivity and modern Southern hospitality extended at every turn.





Only at Avalon

Different than any other place in the Southeast, the U.S., or even the world, The Hotel at Avalon enjoys the ultimate amenity: Avalon.

A SAMPLING OF AVALON'S EXCLUSIVE AMENITIES:

- Club Avalon **Concierge Services**
- **Private Shopper Services**
- **Outdoor Living Room** featuring a bocce court, swings, a fire pit and open container policy so you can sip and stroll
- **Complimentary Wifi** delivered throughout Georgia's first Gigabit community
- **Evening concerts + comedy nights**
- **Ice skating** at The Plaza at Avalon (seasonal)
- **Regal Cinemas** with 100% executive premium seating
- **EV charging stations**
- Avalon **dog park**



An Experience Apart

Club Avalon Concierge

Club Avalon is Avalon's unique approach to concierge courtesies—a way of infusing resort-inspired services throughout the entire Avalon experience. VIP meeting attendees enjoy an elevated service level through our Black Card Program – with days and evenings choreographed by Avalon's **FULL-SERVICE CONCIERGE TEAM** who remain highly attuned to attentive guest service.



Entertainment & Excursions

From comedy shows to live music events, seasonal ice skating to adventure runs, Avalon has perfected the art of enjoyment right in our own front yard.

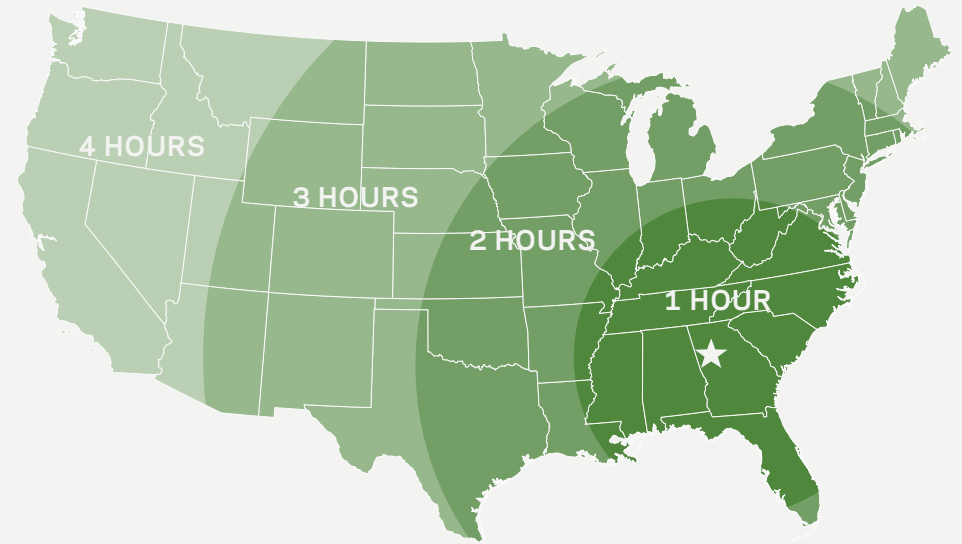
Further afield, we will be happy to arrange **RECREATION FOR YOUR GROUP** whether golf or getting out on the town are of interest. From numerous outstanding golf links, to an evening at historic Fox Theatre, to the excitement of the New SunTrust Ball Park (home of the Braves!), to a nearby 10,000-seat outdoor concert venue, Atlanta and Alpharetta offer a rich menu of these and many more diversions.



Traveling Here

America's most accessible city

Joining us in our cosmopolitan part of the “The Capital of the New South” is easy – The Hotel at Avalon has close proximity to many major cities by direct flights to Hartsfield-Jackson Atlanta International Airport (ATL) – ranked second in the country for low cost fare. It’s an easy drive from others.



- **150+ U.S. destinations** with direct non-stops to ATL
- **80 percent of the U.S. population is within a 2-hour flight**
- **225+ non-stop destinations world-wide**
- **6 continents** enjoy direct, non-stop flights to Atlanta
- **12 dedicated international gates** at the Maynard H. Jackson Jr. International Terminal
- Guests arrive from touchdown to front desk **in as little as 35 minutes**

Source: Atlanta Convention and Visitors Bureau



Arriving January 2018

To be among the first to enjoy the Avalon experience
for your next meeting or event, please contact:

Beth Brown, Director of Sales
678.297.4872 | beth@awesomealpharetta.com



THEHOTELATAVALON.COM

9000 Avalon Boulevard
Alpharetta, Georgia 30009

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF \$52,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta (sometimes hereinafter referred to as the “City”), a legally created and existing municipal corporation of the State of Georgia located in Fulton County, is authorized pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia to incur bonded indebtedness with the assent of a majority of the qualified voters of the City voting in an election held for that purpose in the manner provided in Sections 36-82-1 through 36-82-28 of the Official Code of Georgia Annotated (1982 and 1987 Supp.) (the “Act”); and

WHEREAS, the Council of the City has determined it to be in the best interests of the citizens of the City to incur bonded indebtedness in the aggregate principal amount of \$52,500,000 for the following purposes: (1) acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges; (2) acquisition, construction, and renovations for parks and recreation facilities, sidewalks and greenways; and (3) paying the costs and expenses related to such bonded indebtedness; and

WHEREAS, pursuant to the Charter of the City, the Council is vested with the legislative authority of the government of the City, including the power to issue bonds for the purpose of raising funds to carry out any project authorized by the Charter or the laws of the State of Georgia and desires to afford the qualified voters of the City the opportunity to vote for or against the issuance of said bonds and further desires that the question be submitted for decision by the qualified voters of the City at a special election to be held for such purpose on May 24, 2016;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, and IT IS HEREBY ORDAINED BY AUTHORITY OF THE COUNCIL, that there be, and there is hereby called to be held in the City of Alpharetta, Georgia, on the 24th day of May, 2016, an election for the purpose of submitting to the qualified voters of the City the question of issuing City of Alpharetta General Obligation Bonds in the aggregate principal amount of \$52,500,000 for the purposes herein stated;

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the ballots to be used in said election shall have written or printed thereon substantially the language as described in Exhibit A hereto.

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the date of the election be and it is hereby set for May 24, 2016, and the regular polling places of the City, be opened at 7:00 A.M. and closed at 7:00 P.M., and the election be held in accordance with the election laws of the State of Georgia, and that the returns of said election be made to the City,

which shall, in the presence of and together with the poll managers, who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the City Clerk be and is hereby authorized and instructed to publish the notice of said election in the newspaper in which sheriff's advertisements for Fulton County, Georgia are published for a space of thirty (30) days previous to said election and to publish the notice of said election in the newspaper of general circulation designated by previous ordinance of the Council once prior to said election, and the notice of election shall be in substantially the form attached hereto as Exhibit B.

BE IT FURTHER ORDAINED that the Fulton County Department of Registration and Elections shall conduct the election and is hereby appointed as the Elections Superintendent to perform all duties of the Election Superintendent; and

BE IT FURTHER ORDAINED that the Mayor and such other City officials as are necessary are authorized to enter into and execute on behalf of the City a contract with Fulton County for the conduct of the election; and

BE IT FURTHER ORDAINED that should any of the said bonds described above be authorized by the requisite number of qualified voters, the Council shall levy a tax upon all the property subject to taxation within the City sufficient in amount to pay the principal of and interest on said bonds at their respective maturities and the proceeds of said bonds shall be held by the City separate and apart from all other of its funds to accomplish the undertaking hereinabove set forth.

BE IT FURTHER ORDAINED that books for registration of voters in the aforementioned special election shall remain open until the close of business on April 26, 2016, and that any resident of the City who has not previously registered may do so prior to such date and time.

BE IT FURTHER ORDAINED that as required by O.C.G.A. Section 36-82-1(d), any brochures, listings or other advertisements issued by the City or by any other person, firm, corporation or association with the knowledge and consent of the City, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of said bonds; and such statement of intention shall be binding on the City in the expenditure of any such funds or interest received from such funds which have been invested.

BE IT FURTHER ORDAINED that any and all resolutions or ordinances in conflict with this Ordinance this day passed be, the same hereby are, repealed.

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED AND APPROVED this 15th day of February, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle

COUNCIL MEMBERS

Donald Mitchell

Mike Kennedy

Chris Owens

Jim Gilvin

Jason Binder

Dan Merkel

(SEAL)

Attest:

City Clerk

Exhibit A

FORM OF BALLOT

- ☐ YES ☐ NO “Shall General Obligation Bonds in the principal amount of \$27,600,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges; and (2) paying the costs and expenses related to such bonded indebtedness?
- ☐ YES ☐ NO “Shall General Obligation Bonds in the principal amount of \$24,900,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition, construction, and renovations for parks and recreation facilities, sidewalks and greenways; and (2) paying the costs and expenses related to such bonded indebtedness?

Exhibit B

FORM OF NOTICE OF ELECTION

Notice of Special City Bond Election

TO THE QUALIFIED VOTERS OF THE CITY OF ALPHARETTA, GEORGIA:

You are hereby notified that on the 24th day of May, 2016, an election will be held in the City of Alpharetta, Georgia, at which election there will be submitted to the qualified voters thereof for their determination the question of whether or not certain general obligation bonds shall be authorized for issuance by the City as follows:

(1) \$27,600,000 of general obligation bonds (the “Transportation Bonds”) for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges; and (2) paying the costs and expenses related to such bonded indebtedness.

The Transportation Bonds shall be dated their date of delivery, shall be in the denomination of five thousand dollars (\$5,000.00) or an integral multiple thereof each, shall bear interest at a rate or rates not to exceed six percent (6.0%), and the principal of the Transportation Bonds shall mature in the years set forth below as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2017	\$210,000	2030	\$340,000
2018	210,000	2031	350,000
2019	220,000	2032	370,000
2020	230,000	2033	2,280,000
2021	235,000	2034	2,350,000
2022	250,000	2035	2,420,000
2023	260,000	2036	2,490,000
2024	270,000	2037	2,560,000
2025	280,000	2038	2,640,000
2026	290,000	2039	2,720,000
2027	300,000	2040	2,800,000
2028	305,000	2041	2,890,000
2029	330,000		

(2) \$24,900,000 of general obligation bonds (the “Parks and Recreation Bonds”) for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition, construction, and

renovations for parks and recreation facilities, sidewalks and greenways; and (2) paying the costs and expenses related to such bonded indebtedness.

The Parks and Recreation Bonds shall be dated their date of delivery, shall be in the denomination of five thousand dollars (\$5,000.00) or an integral multiple thereof each, shall bear interest at a rate or rates not to exceed six percent (6.0%) per annum, and the principal of the Parks and Recreation Bonds shall mature in the years set forth below as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2017	\$190,000	2030	\$310,000
2018	190,000	2031	320,000
2019	200,000	2032	330,000
2020	210,000	2033	2,060,000
2021	220,000	2034	2,120,000
2022	220,000	2035	2,180,000
2023	230,000	2036	2,250,000
2024	240,000	2037	2,310,000
2025	250,000	2038	2,380,000
2026	260,000	2039	2,450,000
2027	270,000	2040	2,530,000
2028	280,000	2041	2,610,000
2029	290,000		

The principal amount of and the interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank, which will be designated by the City of Alpharetta prior to the issuance of said bonds. The bonds may be issued in one or more separate deliveries. At or before the time any bonded indebtedness is incurred on account of the bonds to be issued, the Council of the City of Alpharetta will provide for the levy and collection of an annual tax sufficient in amount to pay the principal of and interest on the bonds so issued and sold as the same become due and payable.

The ballots to be used at said election shall have written or printed thereon substantially the following:

☐ YES ☐ NO “Shall General Obligation Bonds in the principal amount of \$27,600,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges; and (2) paying the costs and expenses related to such bonded indebtedness?

___ YES ___ NO

“Shall General Obligation Bonds in the principal amount of \$24,900,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) acquisition, construction, and renovations for parks and recreation facilities, sidewalks and greenways; and (2) paying the costs and expenses related to such bonded indebtedness?

The election shall be at the regular polling places of the City of Alpharetta, Georgia, and the polls will be open from 7:00 A.M. to 7:00 P.M., on the date fixed for the election.

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. Those residents who have not previously registered may do so at City Hall, any other Fulton County, Georgia registration office, or any other location and in any other manner authorized by law. Registration for this referendum will close at the close of business on April 26, 2016.

Any brochures, listings or other advertisements issued by the City of Alpharetta or by any other person, firm, corporation or association with the knowledge and consent of the City Council and Mayor of the City of Alpharetta, Georgia shall be deemed to be a statement of intention of the City of Alpharetta concerning the use of the proceeds of the bonds.

This Notice is given pursuant to an Ordinance of the Council of the City of Alpharetta, passed on the 15th day of February, 2016.

CITY OF ALPHARETTA

By /s/ David Belle Isle
Mayor



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Pete Sewczwicz, Public Works Director
Meeting Date: February 15, 2016

I. AGENDA ITEM TITLE: SR 120- STATE BRIDGE TO JONES BRIDGE (TABLED 1/19/16)

II. RECOMMENDATION:

A decision to allow the City of Johns Creek to provide a connection from SR 120 to Webb Bridge Park and construct a roundabout at the entrance of Webb Bridge Park.

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: PROJECT IS FULLY FUNDED
BY THE CITY OF JOHNS CREEK.

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 City of Johns Creek has been working with the design team to improve SR 120 between State Bridge Road and Jones Bridge Road. Improvements consist of adding additional travel lanes in this stretch, improvements to the intersection of Webb Bridge Way and SR 120, and pedestrian improvements consisting of a multi-use trail along both sides of SR 120.

The section between Webb Bridge Way and Kimball Parc Way is two lanes with no turn lanes. As a result, the traffic in the AM and PM peak hours are trapped in a bottleneck that is blocked by a single left turning vehicle. Additionally, there is a school zone for the Bridgeway Christian Academy in this section. School traffic gridlocks traffic on its way to SR 400 and SR 141 every morning. Widening the section to four lanes will enable traffic to transition to and from Jones Bridge and SR 120 (Old Milton Parkway).

The project also improves the intersection of Webb Bridge Way and SR 120 through adding dual left turn lanes onto east-bound SR 120 and a dedicated right turn lane onto west-bound SR 120. The dedicated right turn lane will also accommodate a longer queue that will help mitigate cars from stacking in the thru and left turn lane.

One component of the current project includes providing a right-in/right – out connection from SR 120 to Webb Bridge Park. To mitigate traffic speed, and provide safety for pedestrians, a roundabout is proposed at the entrance of Webb Bridge Park. The project is currently in the right-of-way acquisition phase and a decision needs to be made if the project will include this new connection to Webb Bridge Park or if the plans should omit the connection.

V. ALTERNATIVES:

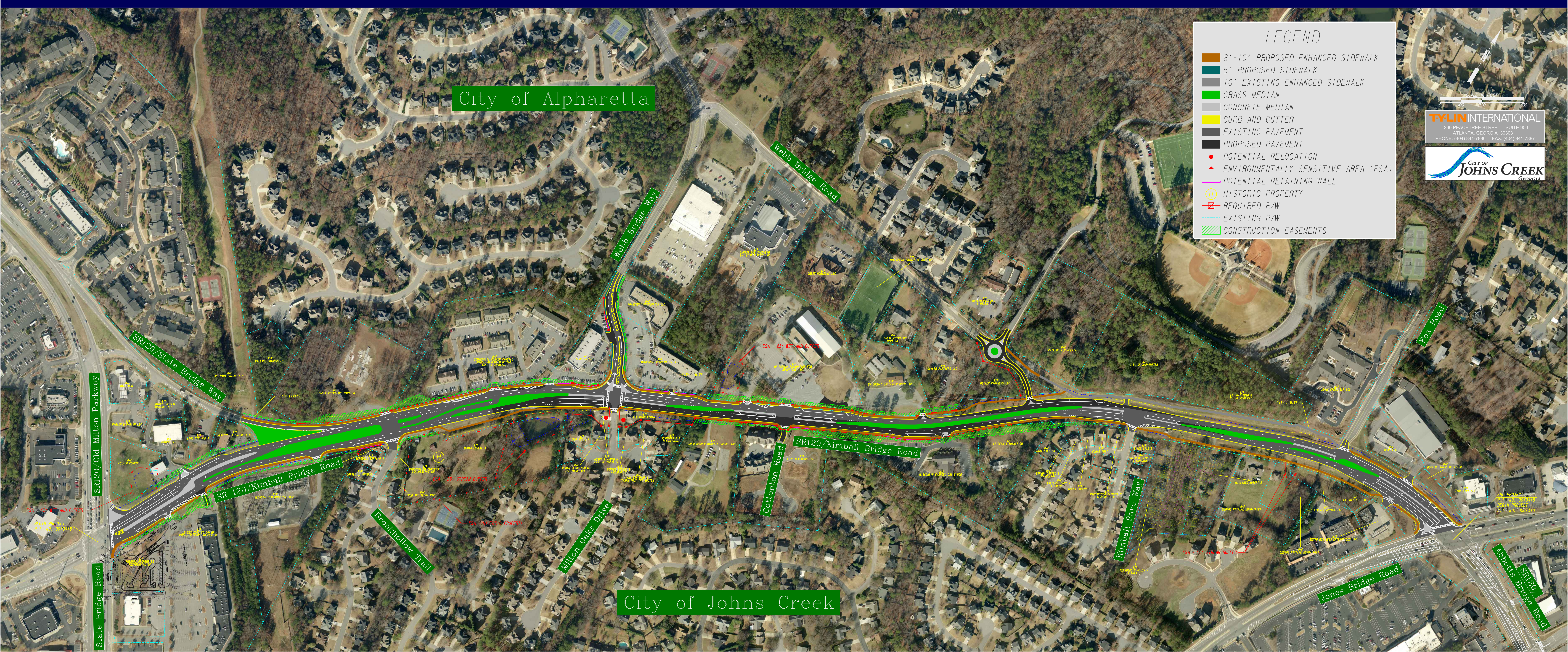
VI. ATTACHMENTS:

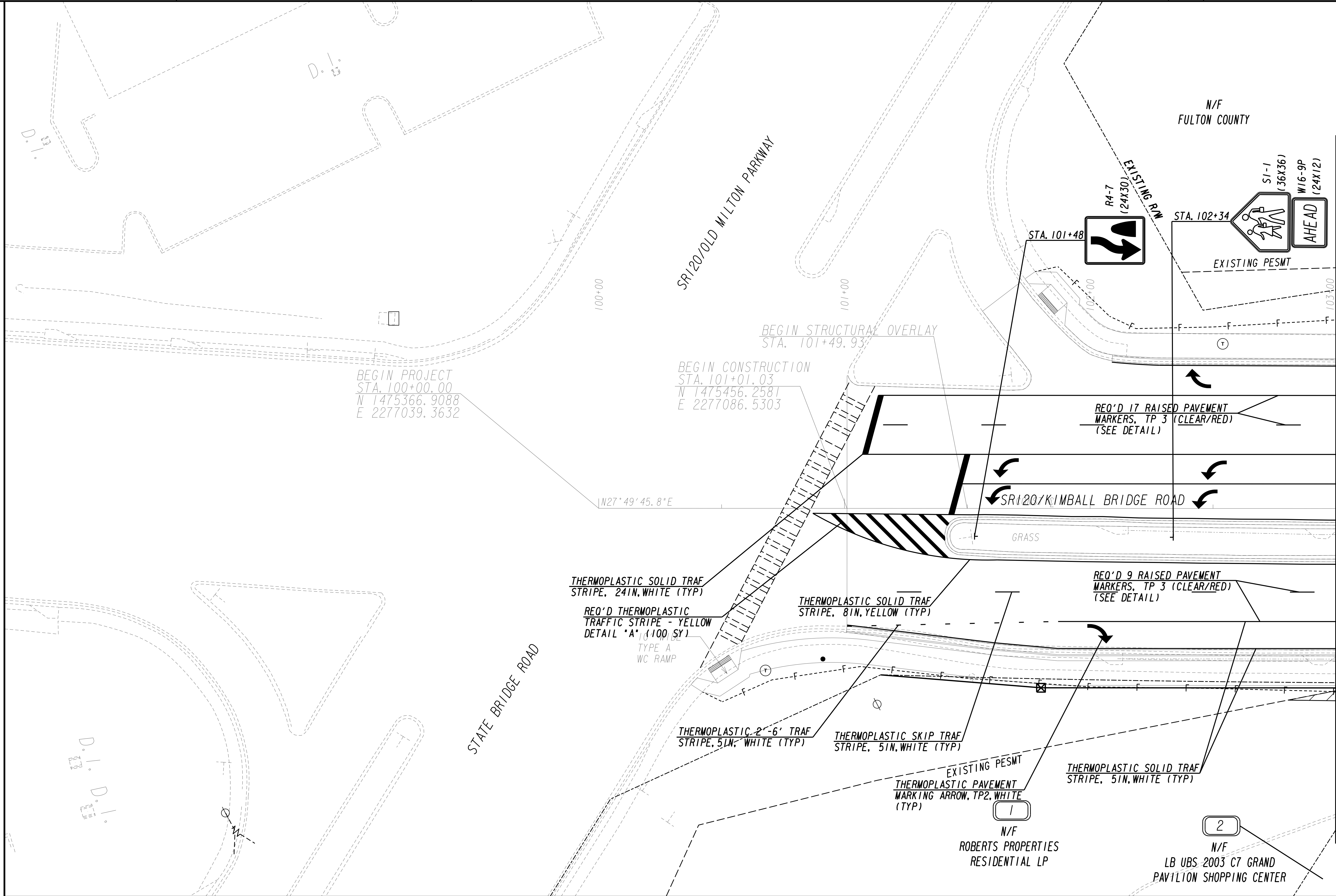
Overall Plan, SR 120 Proposed Striping Plans

CITY OF JOHNS CREEK

SR 120/KIMBALL BRIDGE ROAD WIDENING

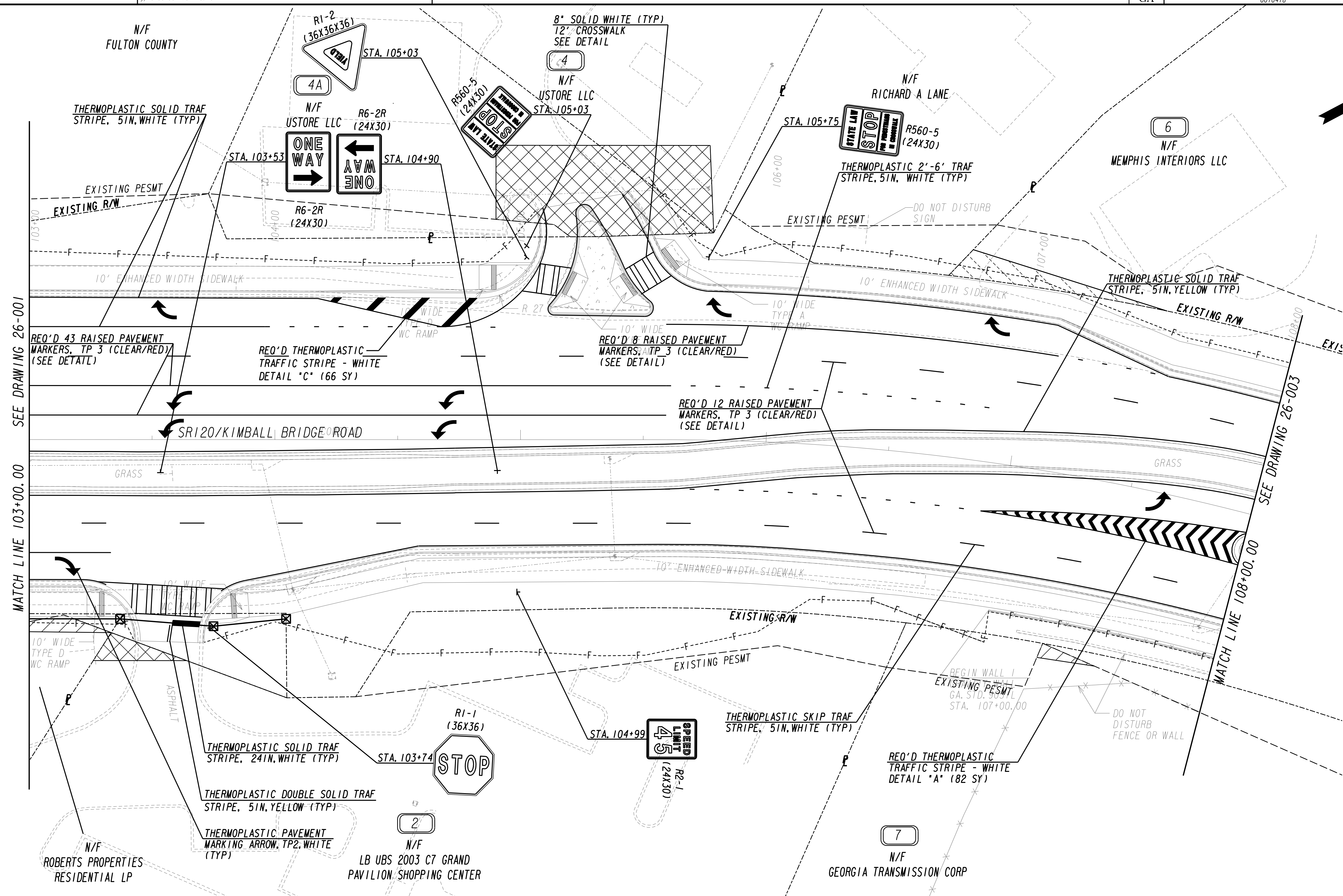
PREFERRED ALTERNATIVE





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SR 120/KIMBALL BRIDGE ROAD																									
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PROPERTY AND EXISTING R/W LINE
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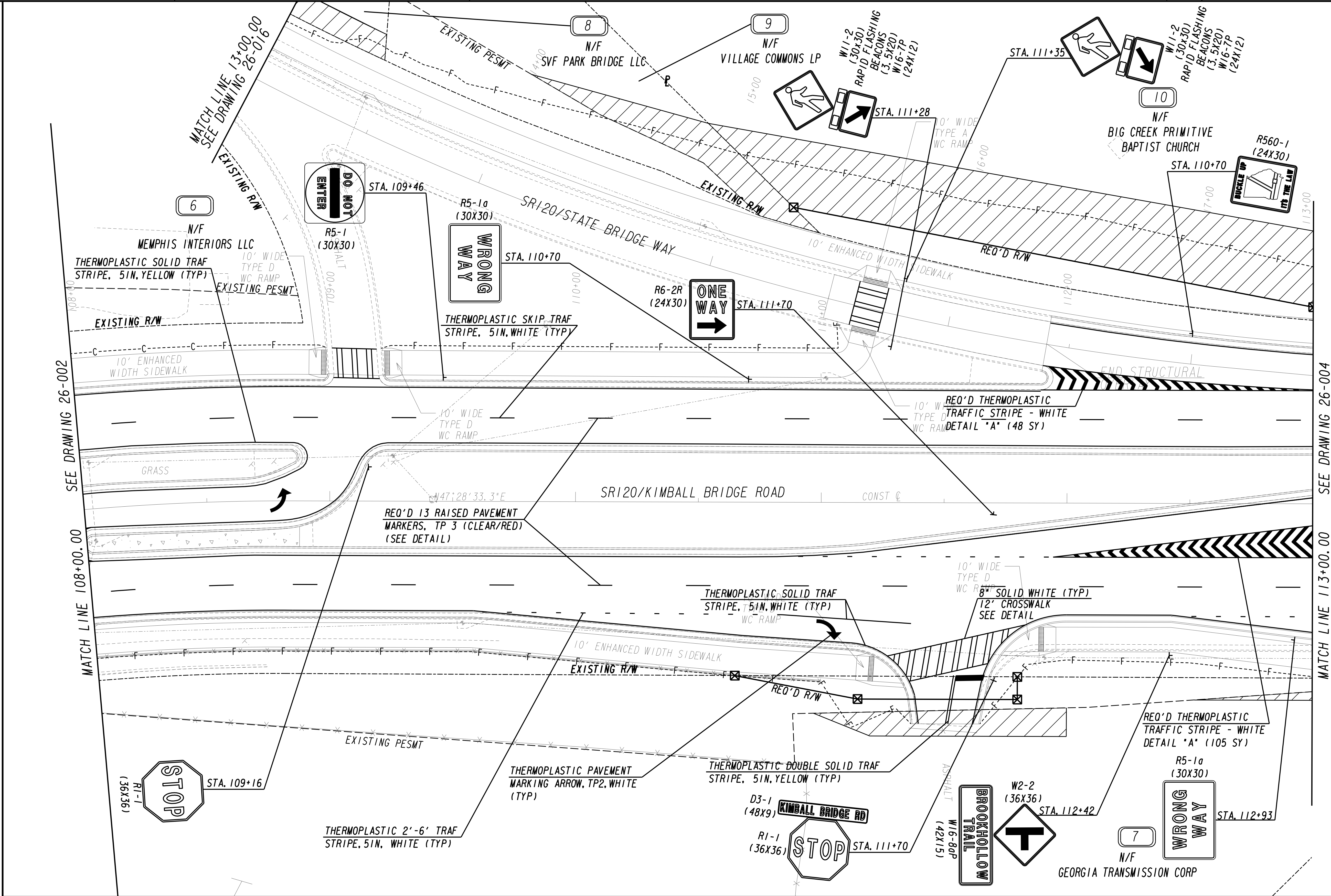
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CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.
6-002



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TYLIN INTERNATIONAL
260 PEACHTREE STREET SUITE 900
ATLANTA, GEORGIA 30303
PHONE: (404) 841-7886 FAX: (404) 841-7887

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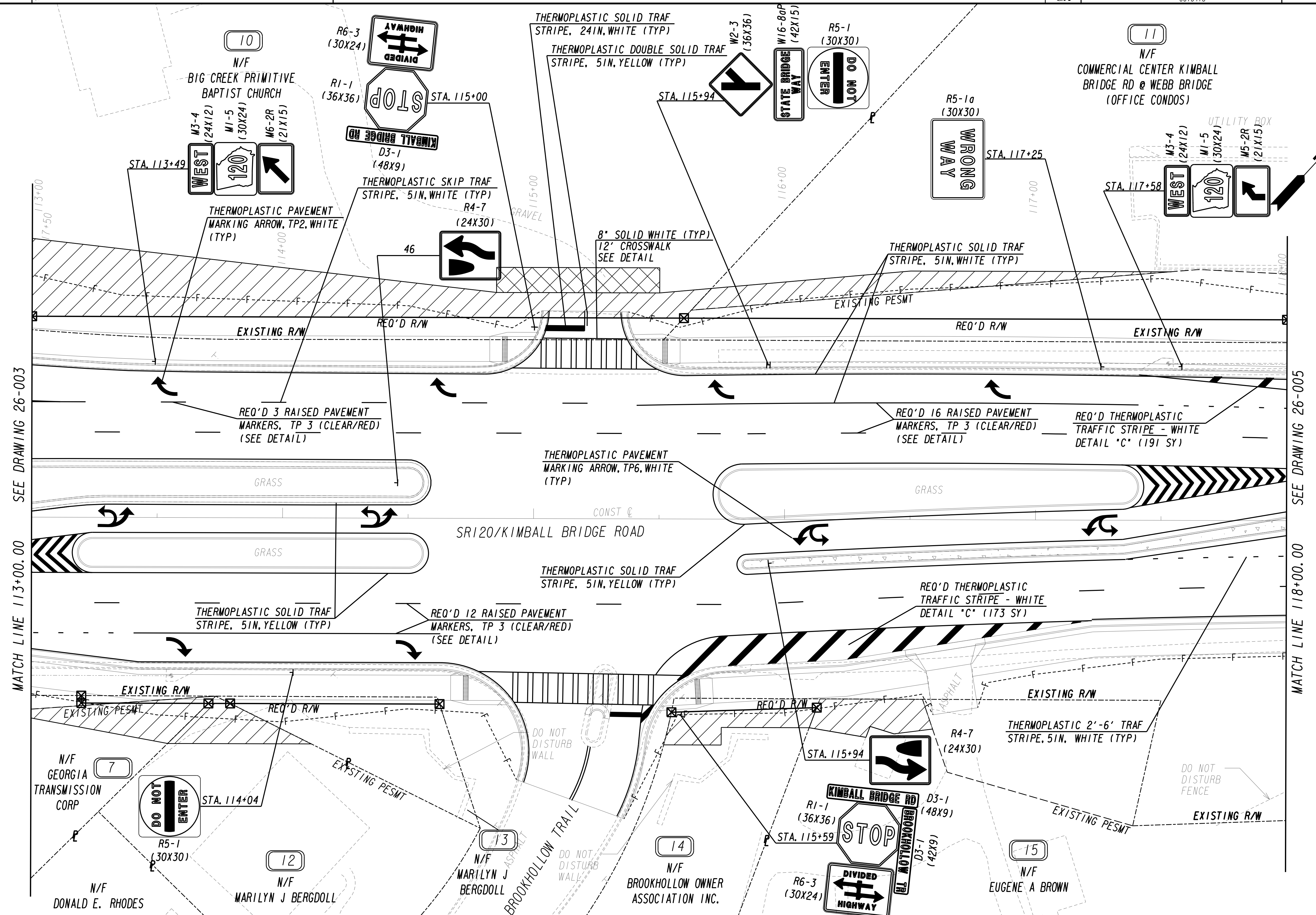
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CITY OF JOHNS CREEK

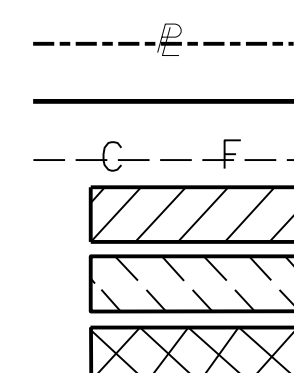
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

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26-003



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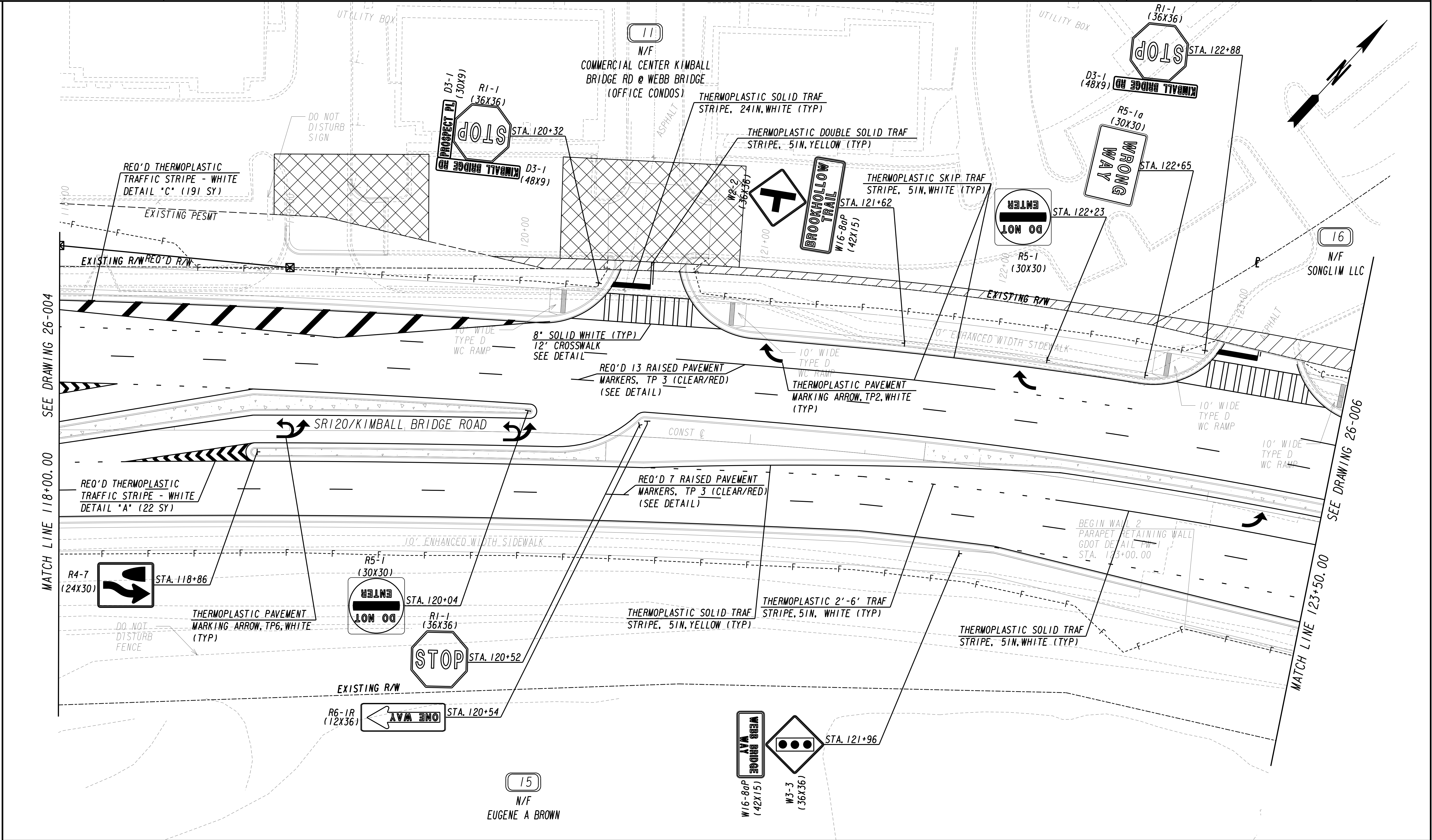
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CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.
6-004



PROPERTY AND EXISTING R/W LINE

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CONSTRUCTION LIMITS

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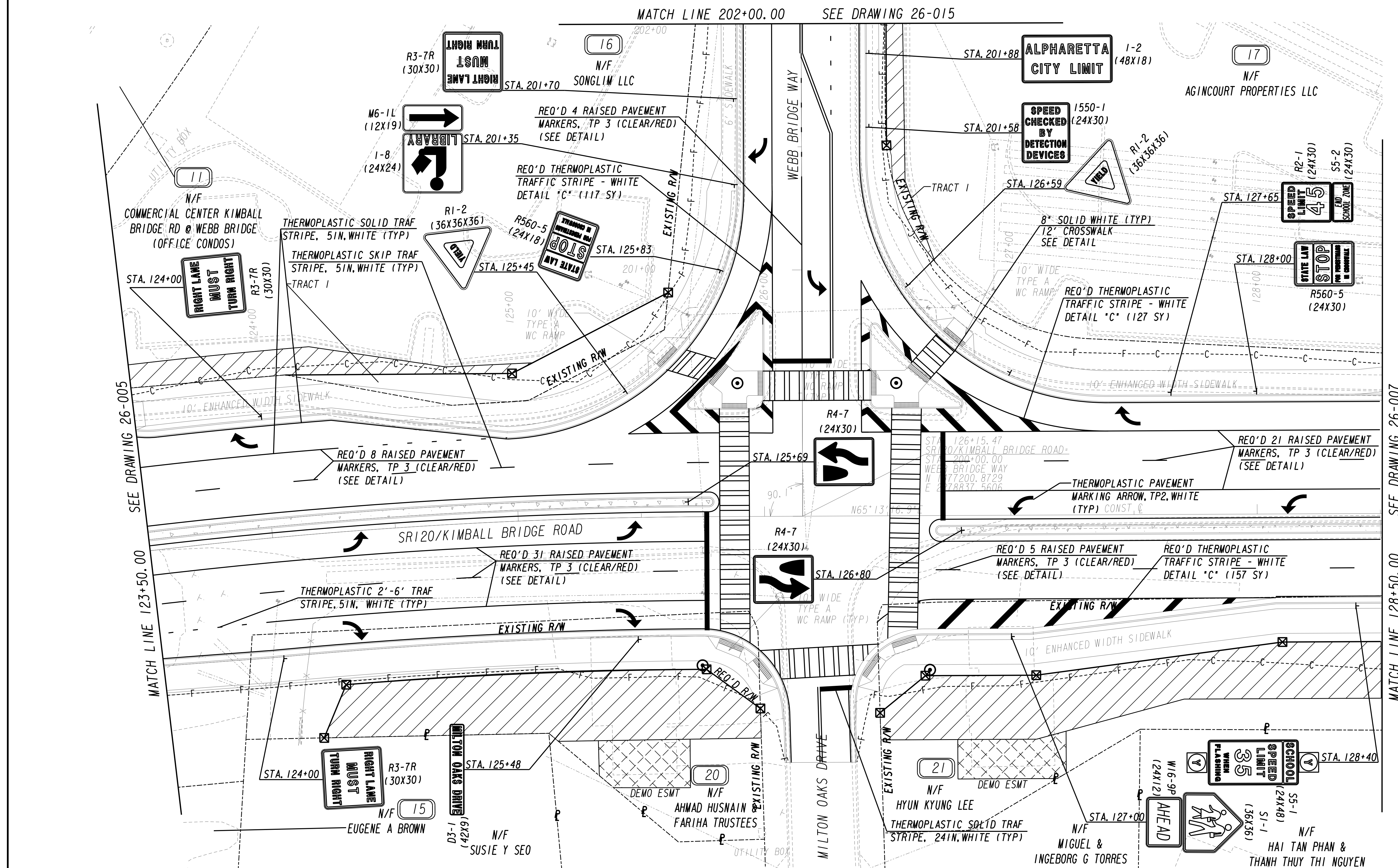
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CITY OF JOHNS CREEK

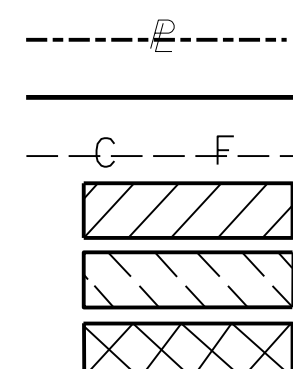
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

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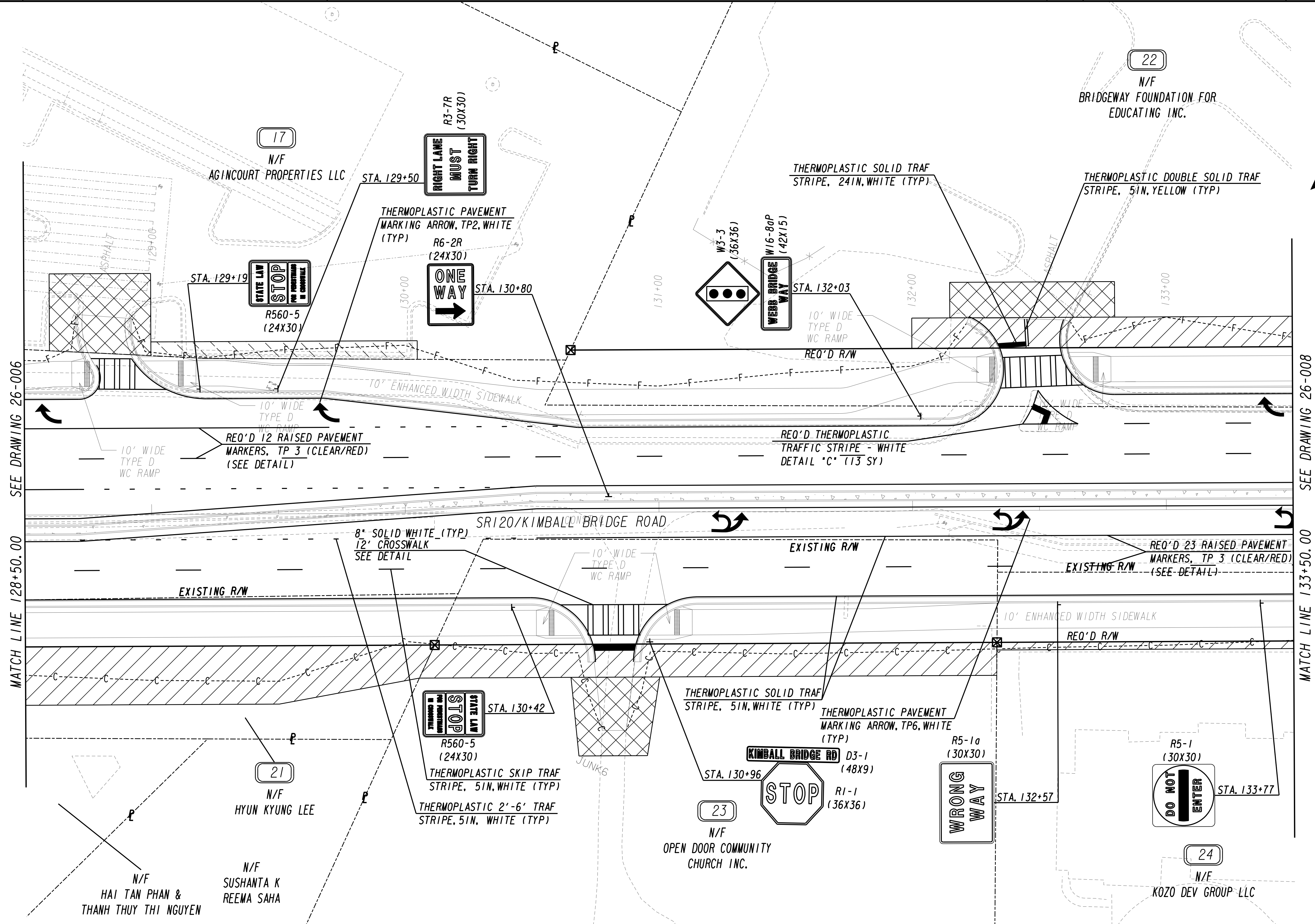
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CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

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PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

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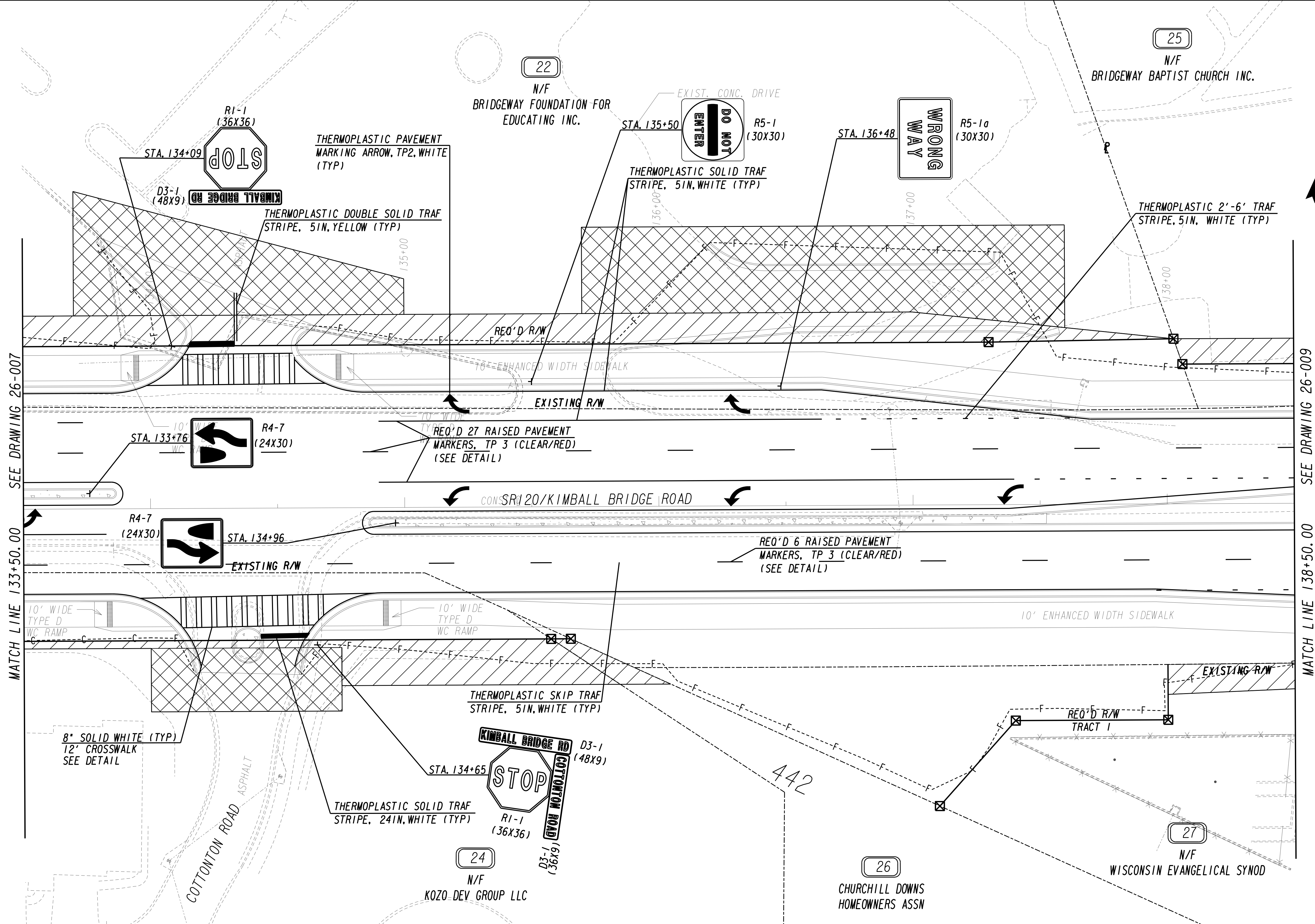
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

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26-007



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

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ATLANTA, GEORGIA 30303

PHONE: (404) 841-7886 FAX: (404) 841-7887

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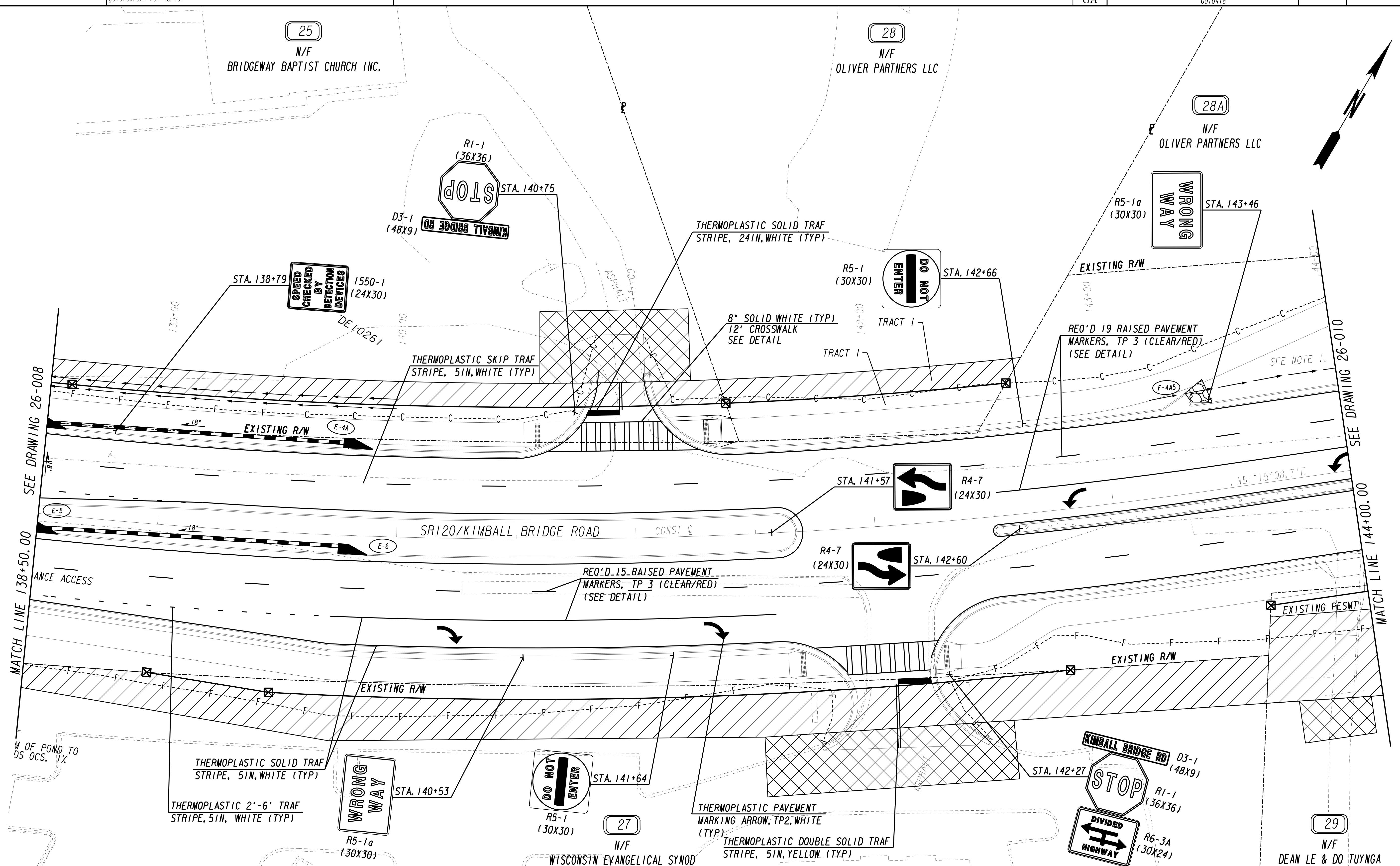
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CITY OF JOHNS CREEK

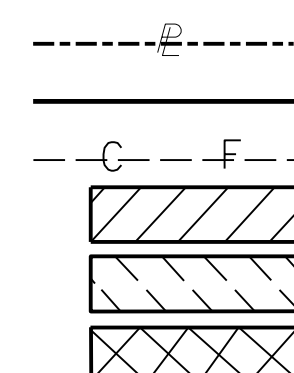
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No. 26-008



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
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REVISION DATES

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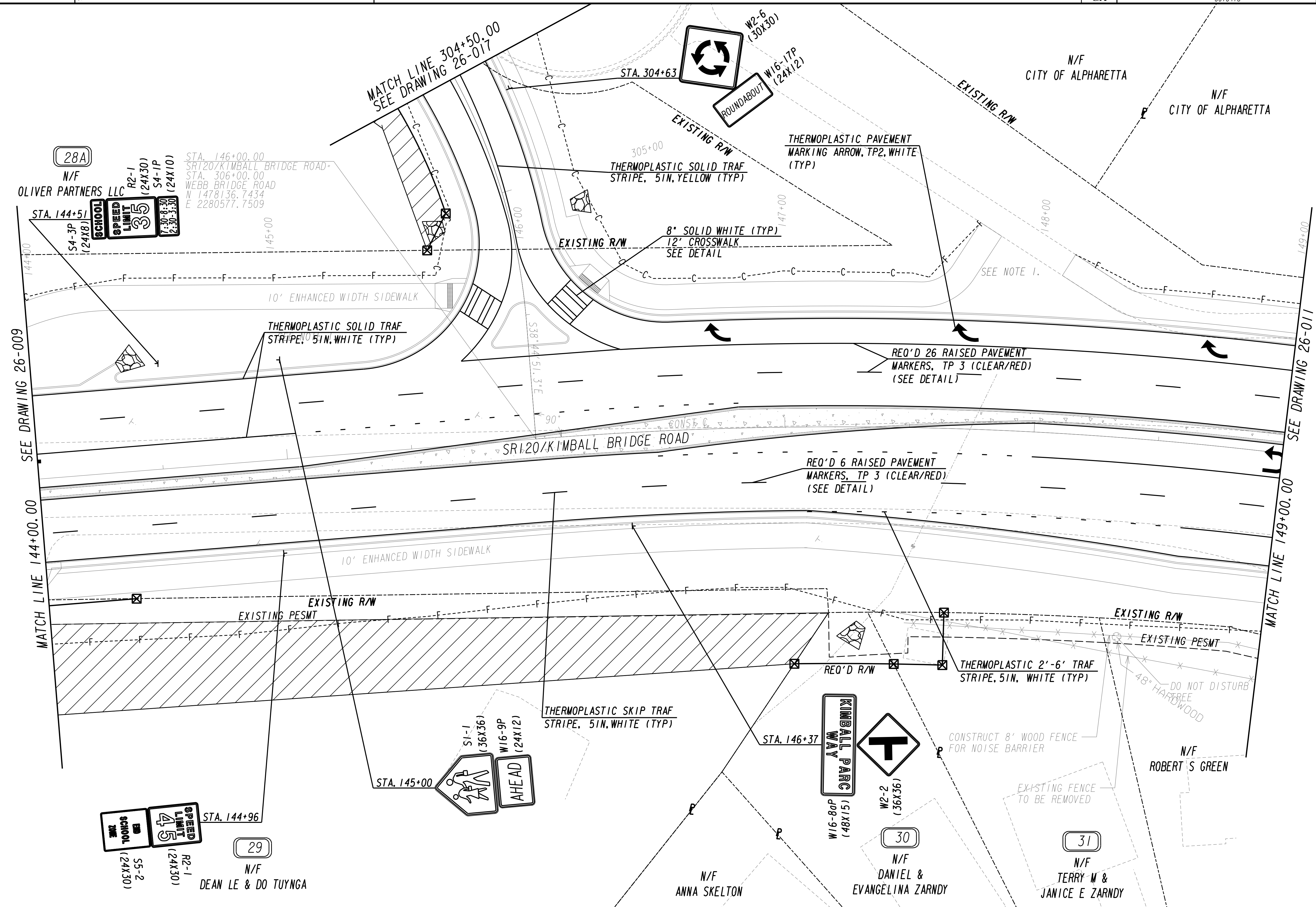
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

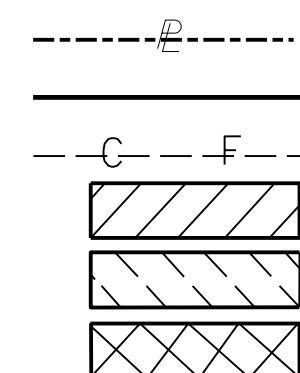
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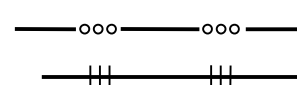
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PROPERTY AND EXISTING R/W LINE
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PHONE: (404) 841-7886 FAX: (404) 841-7887



REVISION DATES

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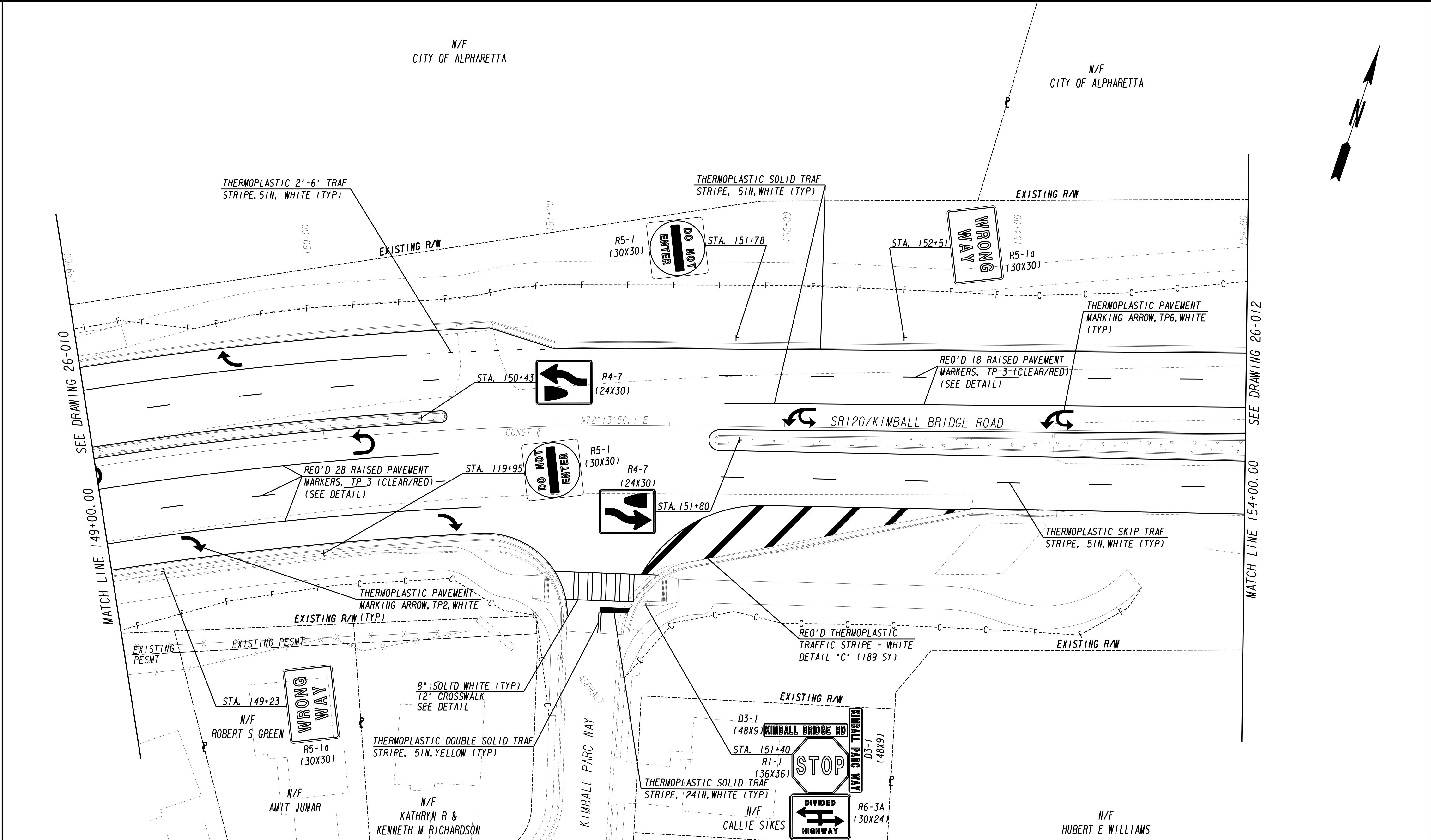
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.

DRAWING NO.
6-010



PROPERTY AND EXISTING R/W LINE
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EASEMENT FOR CONSTR OF SLOPES
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PHONE: (404) 841-7886 FAX: (404) 841-7887

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REVISION DATES

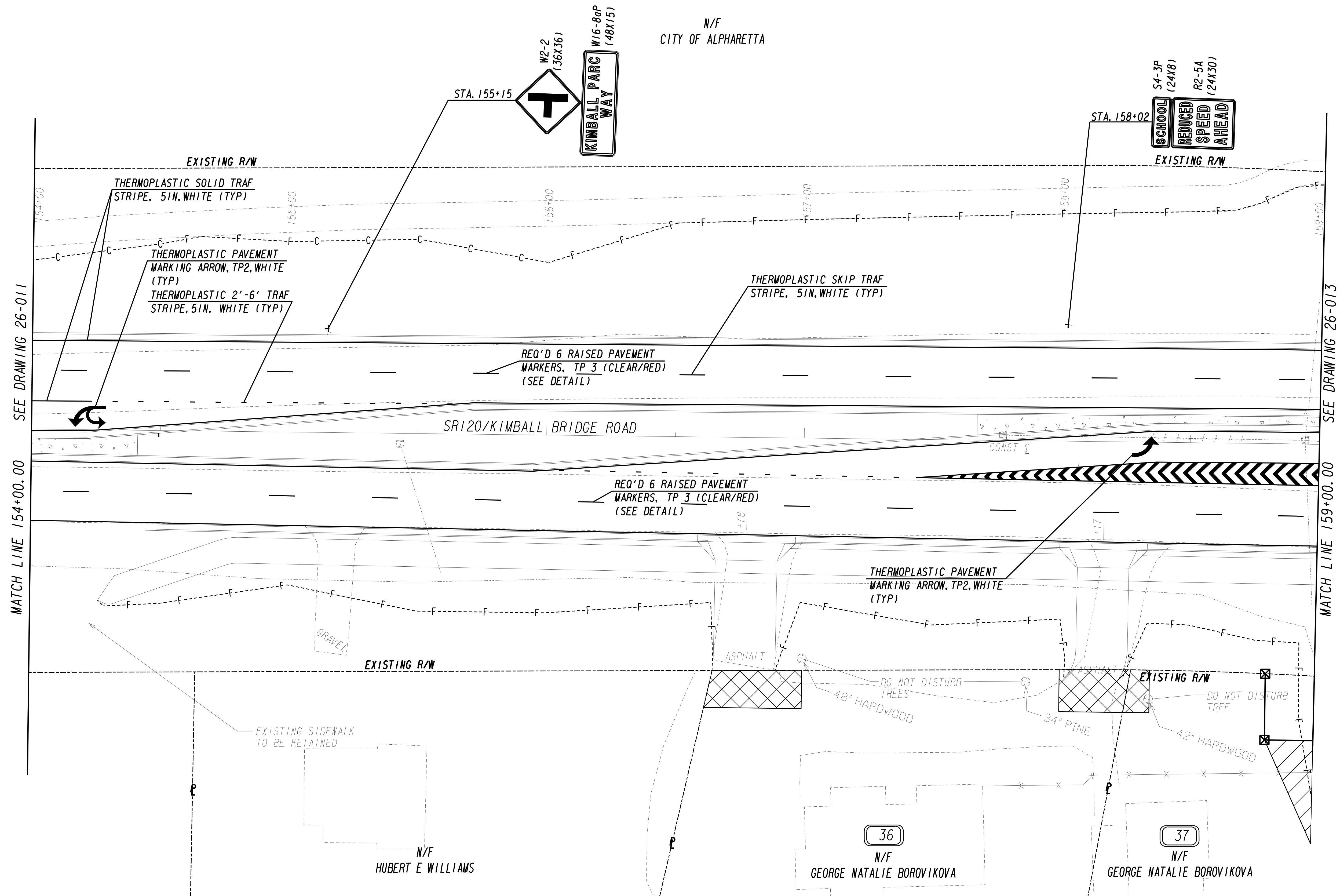
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

DRAWING No.

26-011

SR 120/KIMBALL BRIDGE ROAD



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

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LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

TYLIN INTERNATIONAL

260 PEACHTREE STREET SUITE 900

ATLANTA, GEORGIA 30303

PHONE: (404) 841-7886 FAX: (404) 841-7887

SCALE IN FEET

REVISION DATES

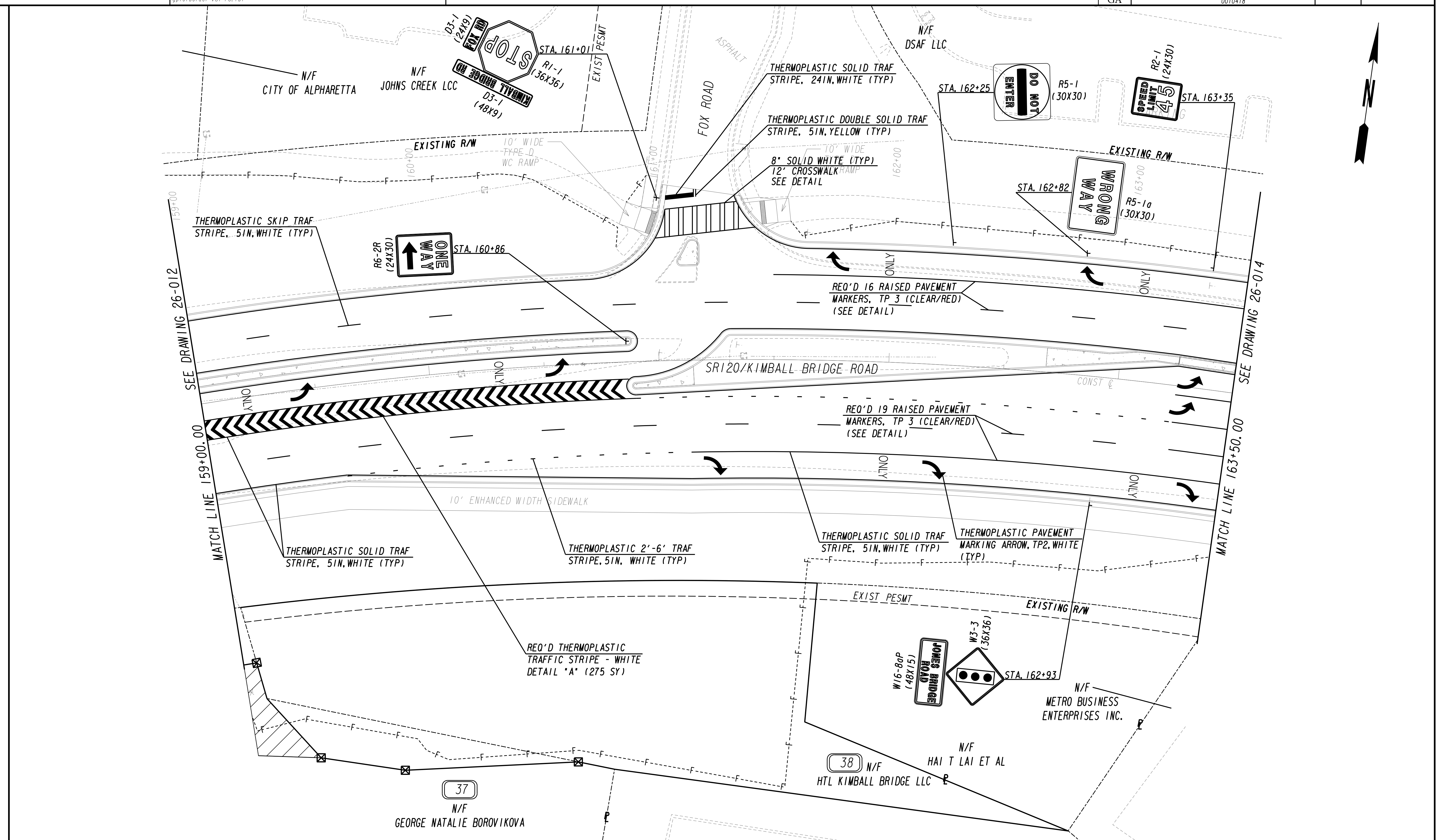
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.

26-012



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

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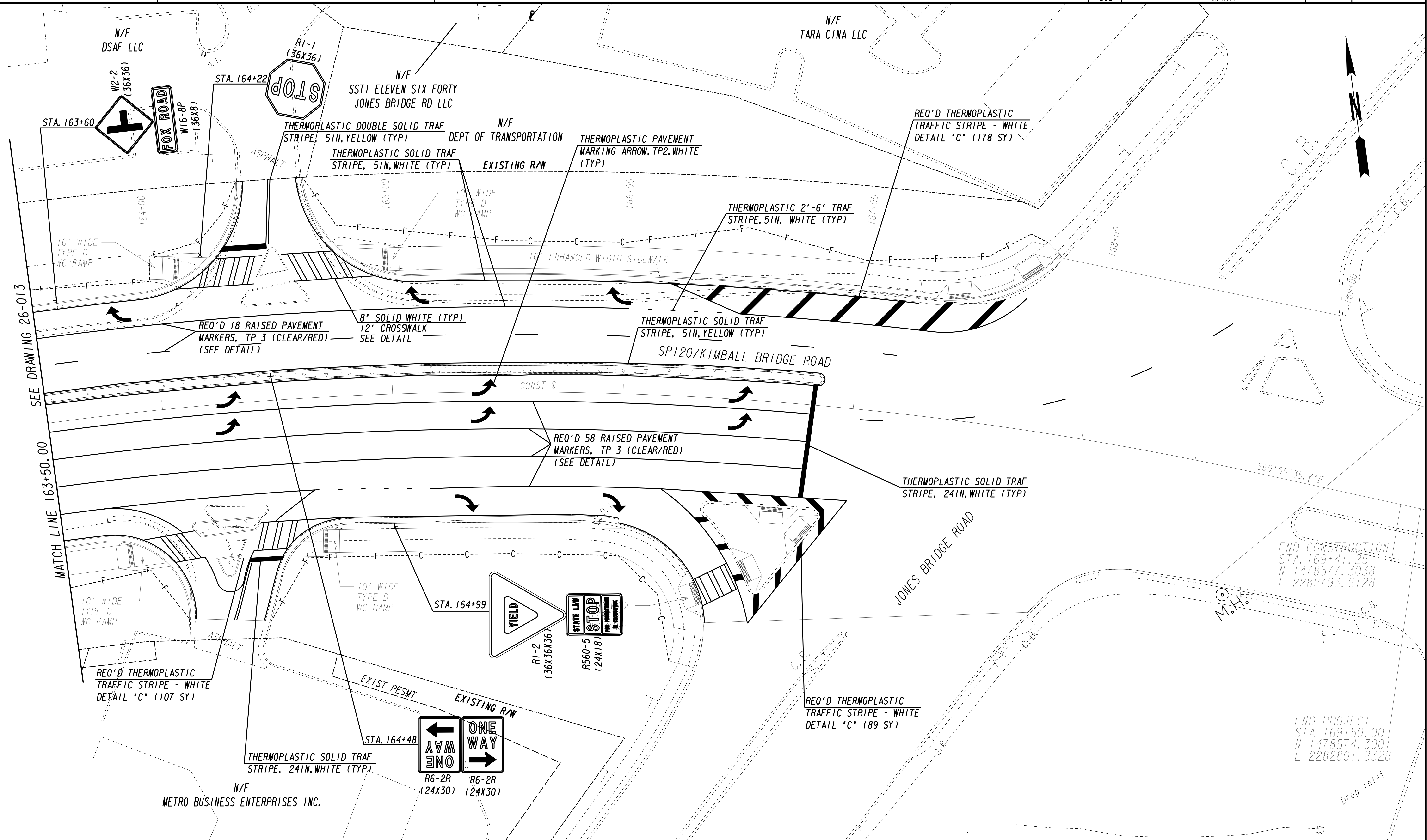
REVISION DATES

CITY OF JOHNS CREEK

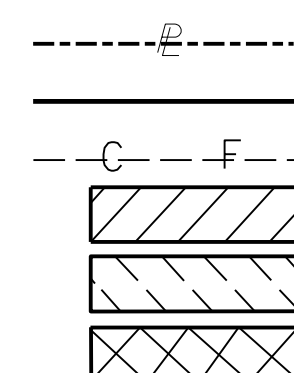
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.
6-013



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



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TY·LIN INTERNATIONAL

260 PEACHTREE STREET SUITE 900
ATLANTA, GEORGIA 30303
PHONE: (404) 841-7886 FAX: (404) 841-7887



REVISION DATES

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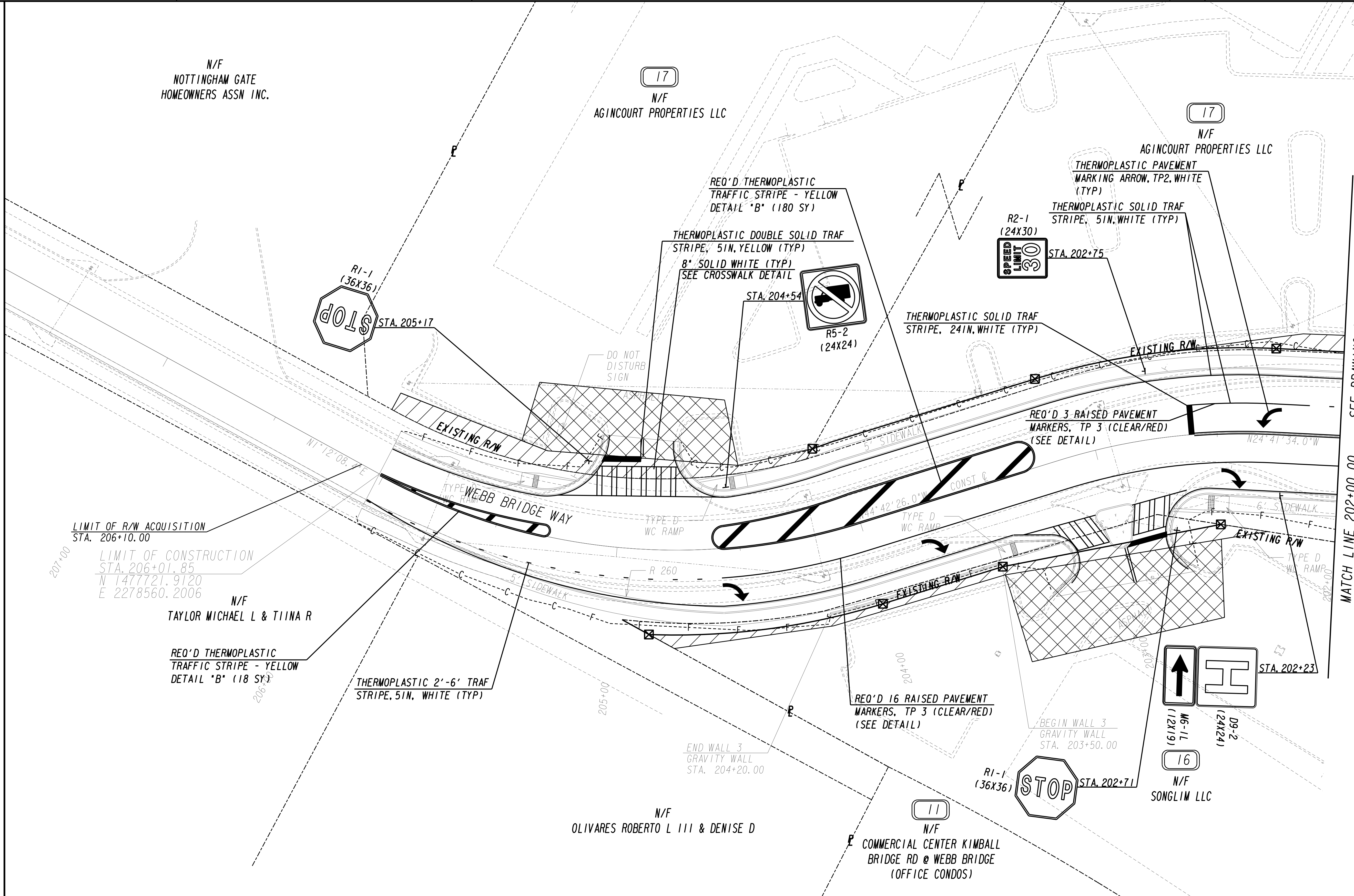
CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.

DRAWING NO.
6-014



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

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REQ'D R/W & LIMIT OF ACCESS

TYLIN INTERNATIONAL

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ATLANTA, GEORGIA 30303

PHONE: (404) 841-7886 FAX: (404) 841-7887

SCALE IN FEET

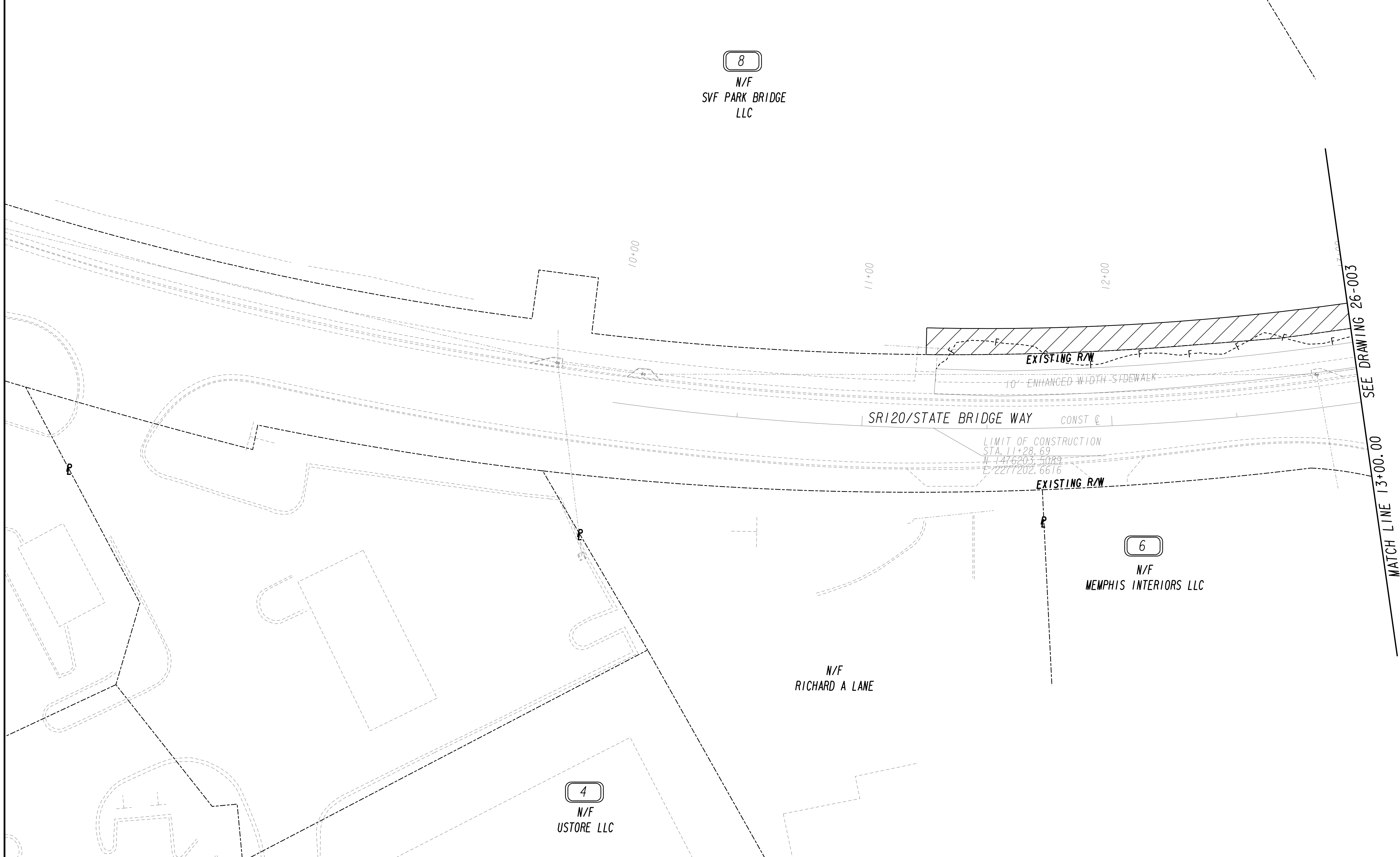
REVISION DATES

CITY OF JOHNS CREEK

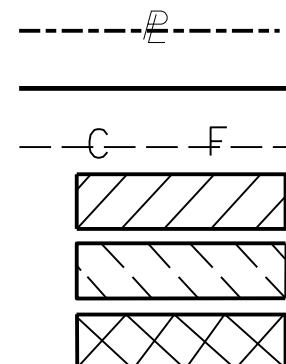
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

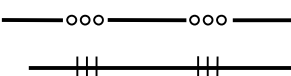
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26-015



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

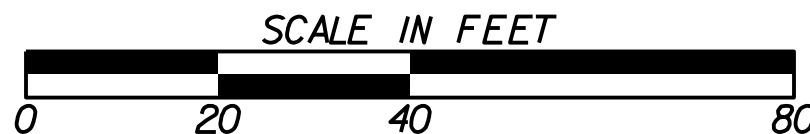


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PHONE: (404) 841-7886 FAX: (404) 841-7887



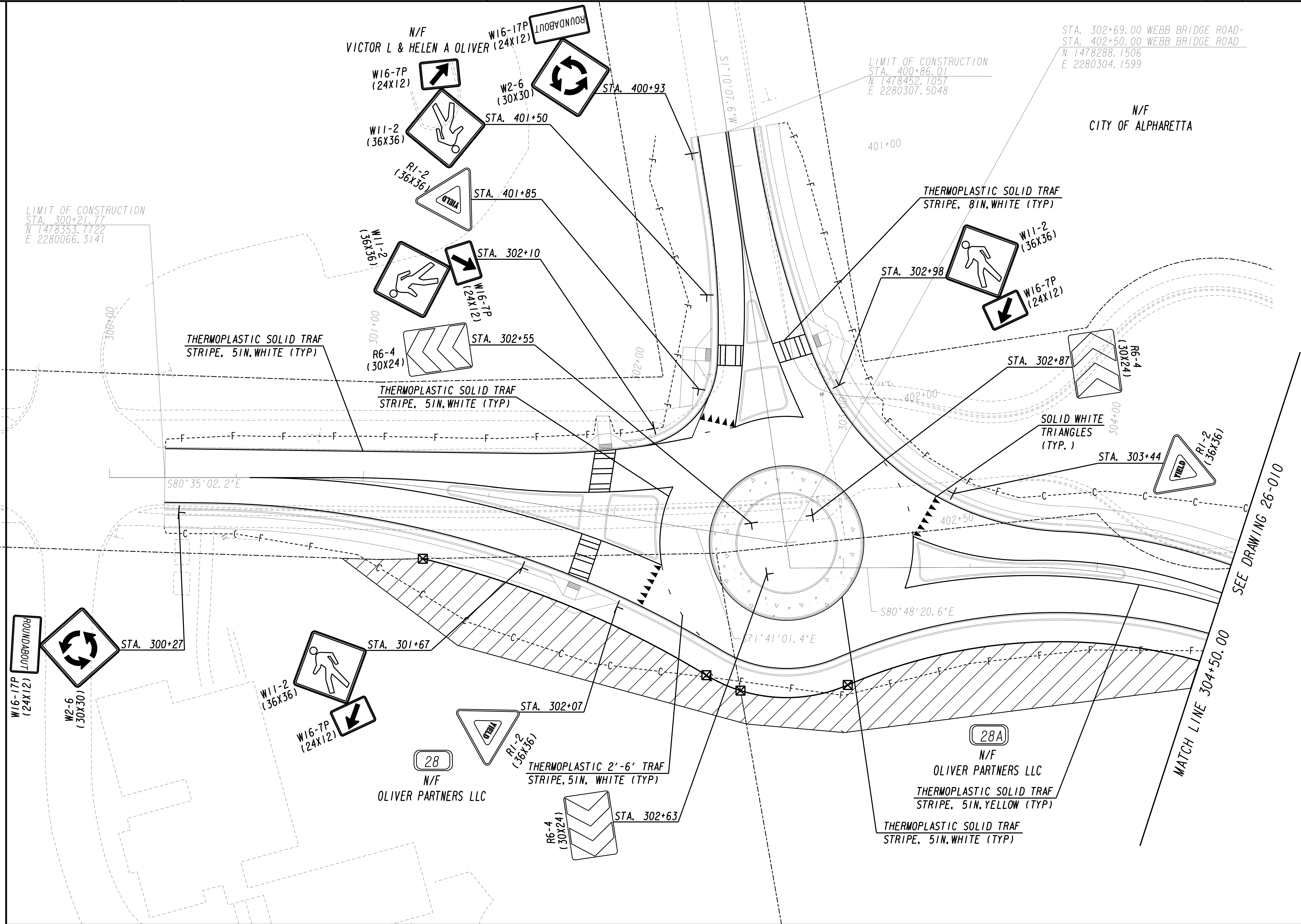
REVISION DATES

CITY OF JOHNS CREEK

SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

DRAWING No.
26-016



PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

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260 PEACHTREE STREET SUITE 900

ATLANTA, GEORGIA 30303

PHONE: (404) 841-7886 FAX: (404) 841-7887

SCALE IN FEET

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REVISION DATES

CITY OF JOHNS CREEK

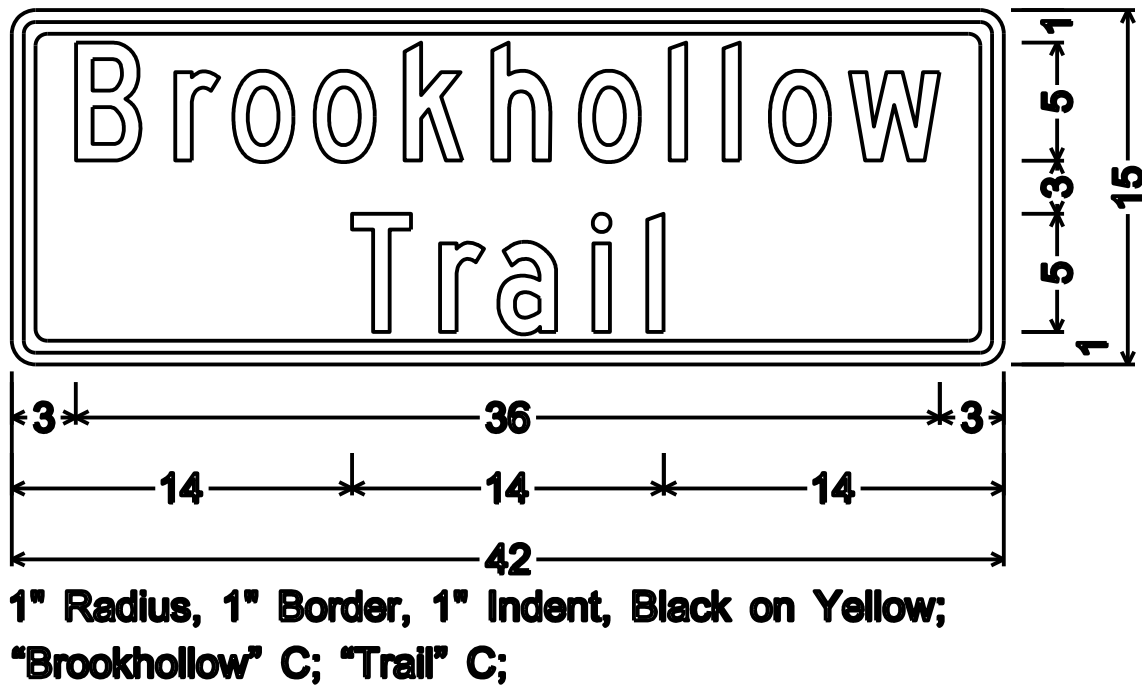
SIGNING AND MARKING PLANS

SR 120/KIMBALL BRIDGE ROAD

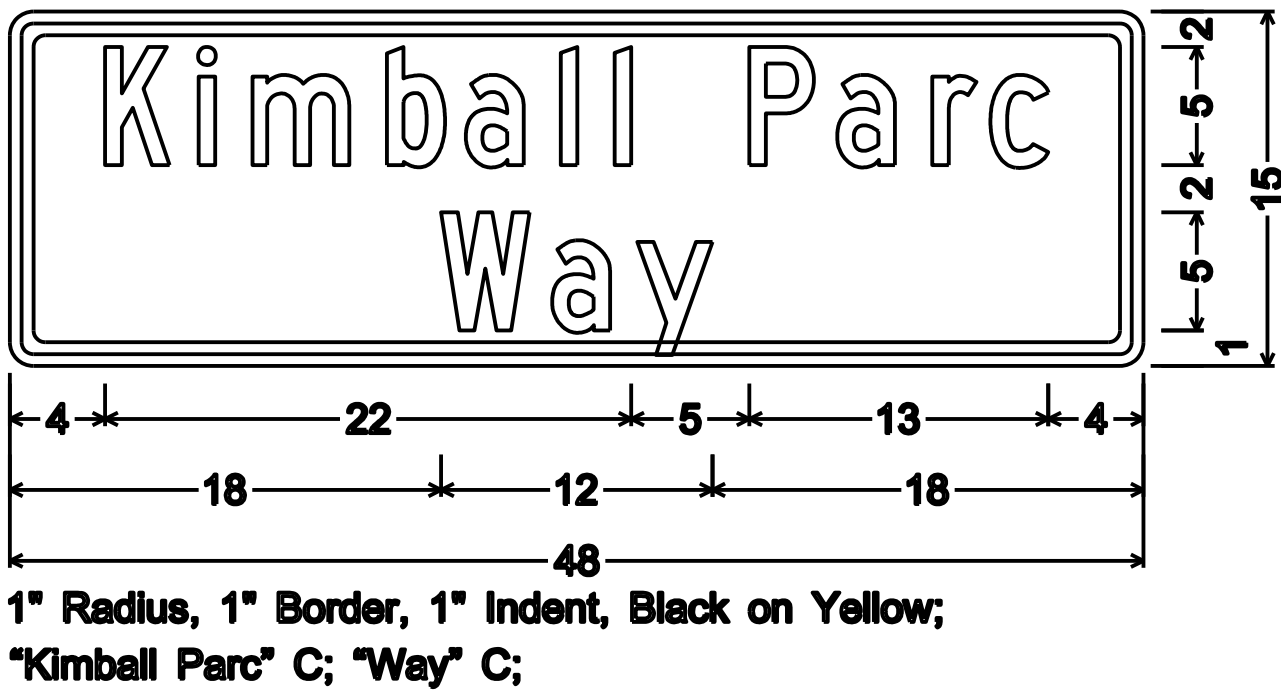
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26-017

2" Radius, 1" Border, 0" Indent, White on Green;
"Alpharetta" E Mod; "City Limit" E Mod;

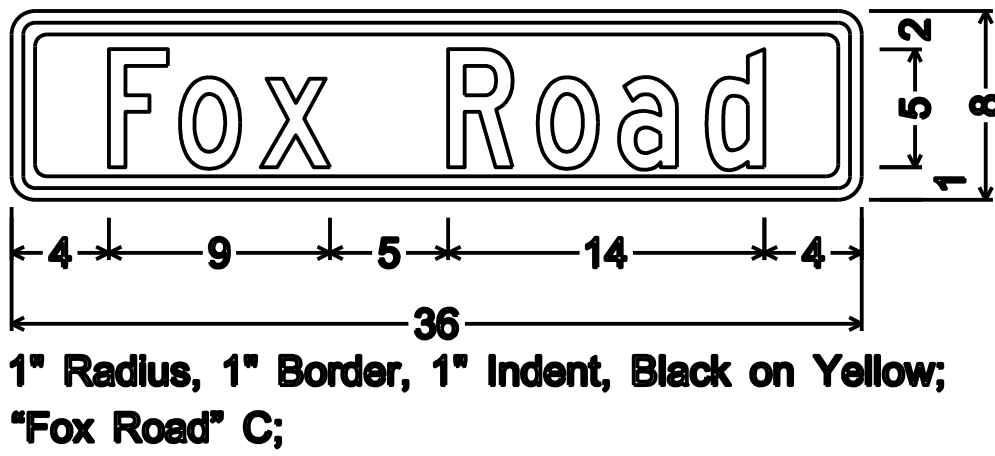
W16-8aP (42X15)
STA. 112+42
STA. 121+62
1 EACH REQ'D



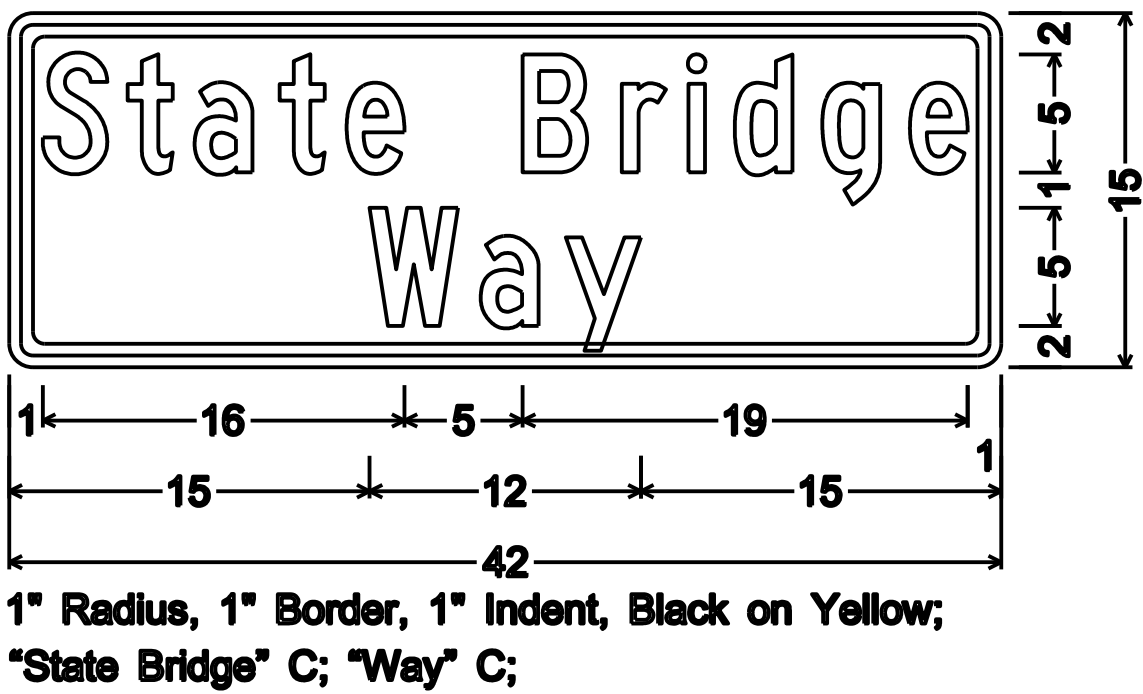
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STA. 146+37
STA. 155+15
1 EACH REQ'D



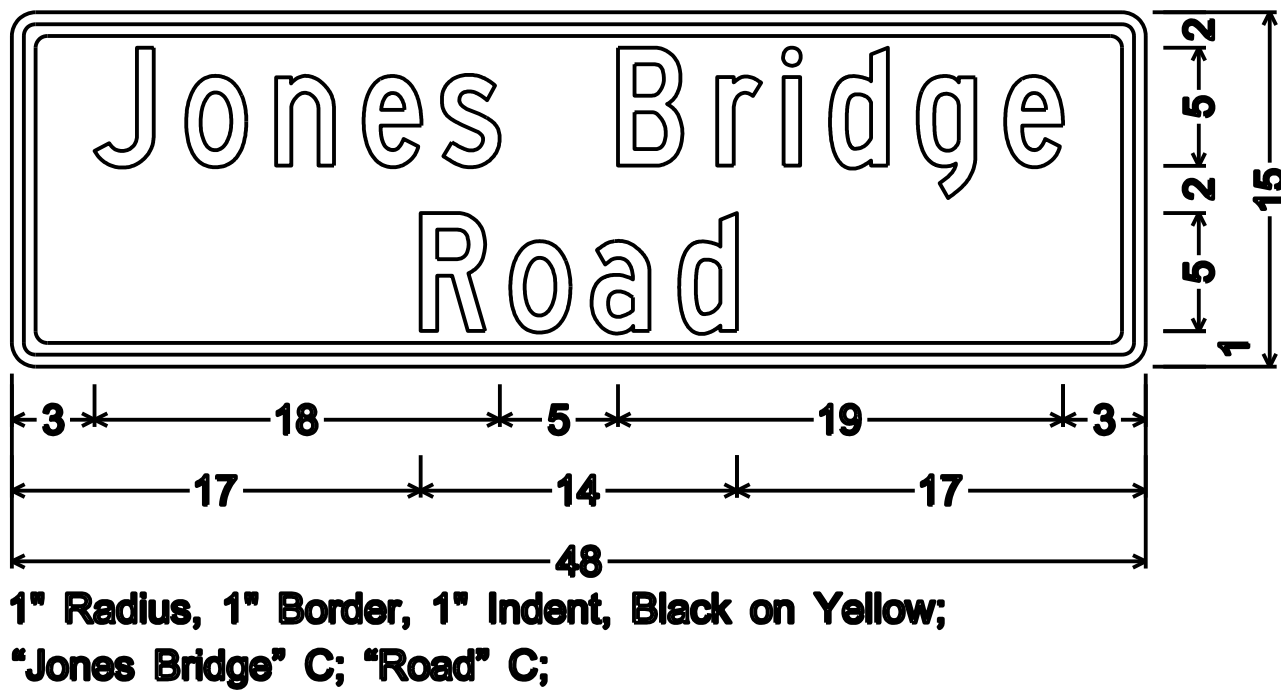
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STA. 163+60
1 EACH REQ'D



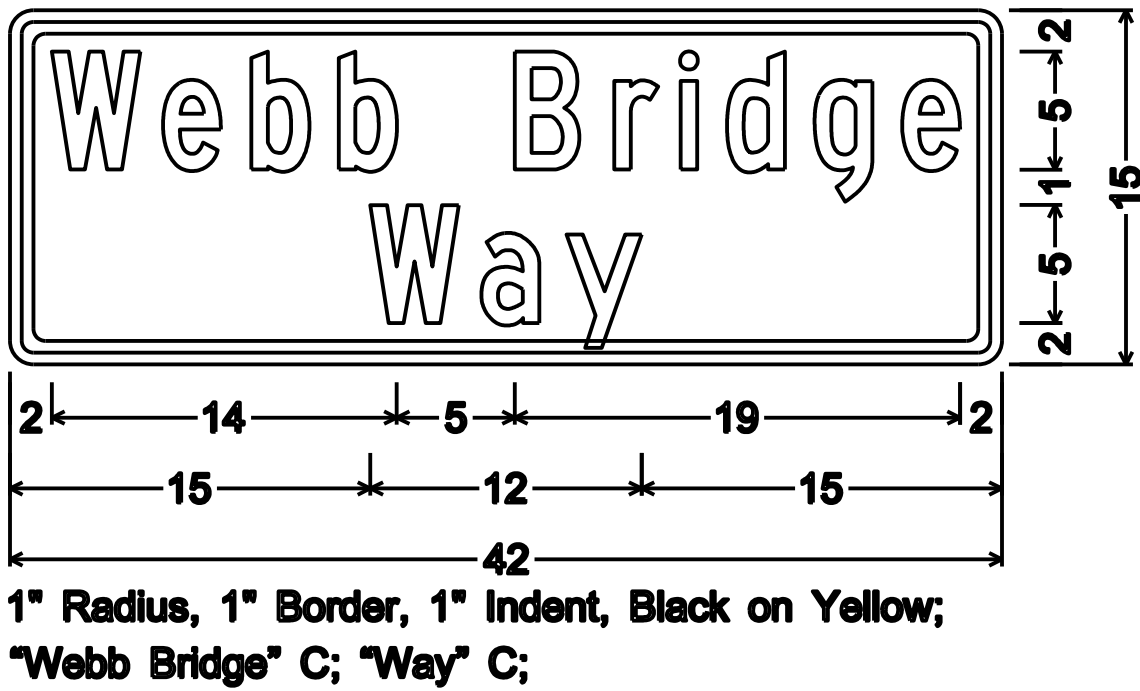
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STA. 115+94
1 EACH REQ'D



W16-8aP (48X15)
STA. 162+93
1 EACH REQ'D



W16-8aP (42X15)
STA. 121+96
STA. 132+03
1 EACH REQ'D





City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Carl Hall, Division Chief - Technology
Meeting Date: February 15, 2016

I. AGENDA ITEM TITLE: 911 EMERGENCY TELEPHONE SYSTEM REPLACEMENT

II. RECOMMENDATION:

Please award RFP 16-106 to AT&T for the purchase, installation, and maintenance of a replacement 911 Emergency Phone System in an amount totaling \$273,958 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST:

\$273,958 (MAINTENANCE COSTS APPROXIMATE \$36,000
ANNUALLY AND WILL BE INCLUDED WITHIN THE ANNUAL
BUDGET OF THE E-911 FUND).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
E-911 Phone System (21531800-542100-PEM04)	\$273,958.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

This request is for the purchase, installation, and maintenance of a replacement 911 Emergency Telephone System with a VOIP (Voice over IP) system capable of meeting the future needs of the 911 Center. The current system was installed in 2008 and has served the 911 Center well; however, service reliability issues have surfaced over the last year.

Advances in 911 call technology have stabilized with the introduction of VOIP technology and the adoption of the latest National Emergency Number Association NexGeneration 911 standards. The proposed system is compliant with current standards and the annual maintenance agreement will ensure compliance in the future as standards evolve.

The Public Safety Department, with guidance from the Finance Department, prepared a Request for Proposal (RFP) and advertised for proposals in October/November 2015. The City received five proposals on/or before November 12, 2015 from AT&T, Frontier Communications, MicroAutomation Inc., Spok Inc., and Synergem Technologies Inc. Staff from the Public Safety and Information Technology Departments (the Evaluation Committee) reviewed and scored the proposals.

Phase I (Initial Evaluation): The Evaluation Committee met on December 4, 2015, to tabulate the overall scores which were evaluated based on scope of work (50%), product specifications (47%), and local vendor preference (3%). The top three proposals were shortlisted to Phase II (presentation phase) and included

AT&T, Frontier Communications, and Spok Inc.

Phase II (Presentation Phase): The Evaluation Committee invited the shortlisted vendors to provide onsite presentations and allow for a question and answer dialogue on January 25, 2016 (AT&T) and January 29, 2016 (Frontier Communications and Spok Inc.). The shortlisted vendors were evaluated based on presentation/product demonstration (70%), cost proposal (27%), and local vendor preference (3%) with the resulting scores as follows (scale of 1 to 5; 5 being the highest):

- | | |
|---------------------------|------|
| • AT&T | 4.33 |
| • Frontier Communications | 3.10 |
| • Spok Inc. | 2.98 |

The Evaluation Committee unanimously identified AT&T as the vendor best suited for this engagement. AT&T proposes the installation of Intrado's VIPER system which meets the City's operating specifications. The VIPER system is also compliant with the City's existing telephone system as well as other technology requirements. The Viper System is currently in use by multiple surrounding agencies which allows the City's 911 center seamless interoperability opportunities when a crisis arises. These agencies include: Forsyth County; ChatComm; City of Atlanta; and Fulton County.

City staff has contacted AT&T references and found the firm has met and/or exceeded expectations with regard to the functionality of the hardware/software components as well as implementation services. AT&T has assured staff that they understand the expectations of the City and can meet them. Therefore, staff recommends award of RFP 16-106 to AT&T.

V. ALTERNATIVES:

Multiple vendors offer emergency 911 phone systems.

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By: Coty Thigpen, City Clerk
Meeting Date: February 15, 2016

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY FOR PROVISION OF ELECTION SERVICES

II. RECOMMENDATION:

Staff recommends approval of the Intergovernmental Agreement for the Provision of Election Services between Fulton County and the City of Alpharetta in the amount of \$56,636.76 for the May 24, 2016 Election.

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: \$56,636.76 (ESTIMATED).

RECONCILIATION WILL BE CONDUCTED AFTER THE ELECTION TO DETERMINE ACTUAL COSTS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Election Services (10013301-521200-ACC00)	\$56,636.76

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-	\$0.00

IV. REPORT IN BRIEF:

The attached Intergovernmental Agreement (IGA) with Fulton County is for the provision of Election Services for the May 24, 2016 State and Local Primary Election in which the City of Alpharetta will place two questions on the ballot regarding a bond referendum.

This IGA is for these bond questions only and the IGA will terminate effective May 31, 2016.

As with previous elections, Fulton County will conduct all aspects of the election, with the exception of the City's legal and advertising requirements.

Due to policy changes at the County level, the compensation portion of the contract differs from what the City has experienced with past Elections. The City is responsible for paying all costs incurred in performing election functions. Since this Election is to be conducted contemporaneously with a countywide election, the City is to share in the costs based on the municipality's pro-rate share of the number of electors. The cost breakdown is included in the IGA as exhibit B.

The FY 2016 Adopted Budget included \$110,000 for costs related to the November 2015 City election. However, the election was cancelled as all candidates qualified for office and ran unopposed. The savings will now be used to offset costs incurred in the May 2016 referendum.

V. ALTERNATIVES:

VI. ATTACHMENTS:

IGA

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF ALPHARETTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 24th day of May, 2016, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of ALPHARETTA, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on March 31, 2016, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for City elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City elections at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- c) Placing advertisements in the City's legal organ regarding calls for special City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- d) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- e) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Not less than 30 days prior to Election Day, verify the accuracy of the voter list(s) for City residents;

- h) Providing the County with a detailed map showing the City's municipal boundaries and voting district boundaries;
- i) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- j) Notifying the County immediately of the need for a special City election including election races and/or ballot referendum questions;
- k) Provide the County the ballot language for any election, including election races and/or ballot referendum questions, seventy-five (75) days before Election Day for an election that contains a federal contest and sixty (60) days before Election Day for all other elections;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4

COMPENSATION AND CONSIDERATION

4.1 Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein, plus a 10% administrative fee, and City agrees to pay County the actual costs incurred by County in conducting City elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

4.2 For City elections that are to be conducted contemporaneously with a countywide election, the City will share equally in the costs of conducting the election, plus a 10% administrative fee of the actual election and runoff costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County.

- i) An estimate of the City's pro-rata share of the election and runoff costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined, as well as the City's pro-rata share of the actual costs.

iii) If based on the estimated election and runoff costs a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the estimated election and runoff costs the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with a countywide election, the City will pay the actual cost of such election and runoff based on a budget prepared in accordance with the form attached hereto as Exhibit B.

i) The City will pay the County the sum determined in Exhibit B for the election and runoff to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election and runoff, the actual costs of the election and runoff will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election and runoff election.

iv) If based on the payment made in compliance with Exhibit B the City owes the County an additional amount for the election and runoff, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse

the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will

continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Alpharetta, Georgia 30303

If to the City: City Manager

With a copy to: City Attorney

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. 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 the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14 COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Board of Registrations and Elections

CITY OF ALPHARETTA, GEORGIA

_____(SEAL)

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

Municipal Clerk (SEAL)

APPROVED AS TO SUBSTANCE:

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF ALPHARETTA hereby requests that Fulton County conduct its Special Election on May 24, 2016, within the boundary of Fulton County.

The last day to register to vote in this election is April 26, 2016.

The list of early voting locations will be forthcoming.

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This _____ day of _____, 20__.

Municipal Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the CITY OF ALPHARETTA Special Election on May 24, 2016 within the boundary of Fulton County.

This _____ day of _____, 20__.

Elections Superintendent
Fulton County Board of Registrations and
Elections (SEAL)

ALPHARETTA SPECIAL ELECTION - MAY 24, 2016	350-265-2675	EXHIBIT B
		COST
1001 SALARIES - OVERTIME		
Admin./Elections/Registration/I.T./ Public Safety/Election Day		\$8,267.00
1002 SALARIES - PART-TIME TEMPORARY		\$11,871.37
SALARIES TEMPORARY STAFF		
EARLY VOTING TEMPORARY STAFF		\$15,605.00
1010 SOCIAL SECURITY-SALARIES		\$510.00
1011 SOCIAL SECURITY-MEDICARE		\$120.00
1060 UNEMPLOYMENT INS		\$20.00
1120 - RENTAL EQUIPMENT		\$1,424.00
1121 - RENTAL BUILDINGS		\$644.00
1159 HOURLY FEE PERSONNEL		
Poll Worker Pay and Training Class Fee		
Election Day Technicians		
Election Night Workers		
HOURLY FEE PERSONNEL		\$9,321.17
1160 PROFESSIONAL SERVICES		
Attorney Fees/Misc		
TOTAL PROFESSIONAL SERVICES		\$129.00
1169 FEES		
BRE Board Meeting Fees		
TOTAL BRE FEES		\$13.00
1342 ADVERTISING		
Advertisment of legal notices		438.00
TOTAL ADVERTISING		
1346 MILEAGE		
TOTAL 1346 MILEAGE		\$21.00
1452 VEHICLE SUPPLIES		
Gasoline		\$541.00
TOTAL 1452 VEHICLE SUPPLIES		

	ALPHARETTA SPECIAL ELECTION - MAY 24, 2016	350-265-2675	EXHIBIT B
	1456 POSTAGE		
	Mailing of Absentee Ballots		
	Letters to voters, candidates, poll workers		
	Mailing of Precinct Cards		\$621.00
	TOTAL POSTAGE		
	1459 PRINTING & BINDING		
	Opening & Closing Instructions and SOVC's & PW Manuals		\$129.00
	TOTAL 1459 PRINTING & BINDING		
	1461 PHOTOCOPIES		
	Sample Ballots & Letter of Instructions		\$100.42
	1462 OFFICE SUPPLIES		
	Test Deck, Ballot Setup Fee, Ballot Cards, Supplies		
	TOTAL 1462 OFFICE SUPPLIES		\$1,713.00
	SUBTOTAL		\$51,487.96
	ADMINISTRATIVE FEE - 10%		\$5,148.80
	GRAND TOTAL ALPHARETTA SPECIAL ELECTION - MAY 24, 2016		\$56,636.76