City Council Meeting
OCTOBER 1, 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-53 **Hacienda Bar and Grill N04 LLC**
d/b/a La Teda Tapas and Tequila
5815 Windward Parkway STE 211
Alpharetta, GA 30004

Purpose: **Consumption on Premises**
Beer, Wine, Liquor, Sunday Sales

Owner: **Celerino Garcia**
Reg. Agent: **Antonio Morales**

B. City Council Meeting Minutes of 9-24-2018

V. NEW BUSINESS

A. Approval of Capital Initiatives

B. Resolution - Franchise Fee
A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA AUTHORIZING THE ESTABLISHMENT OF A FRANCHISE FEE APPLICABLE TO HOLDERS OF CABLE AND VIDEO FRANCHISES ISSUED BY THE STATE OF GEORGIA

C. Approval of Comcast Franchise Renewal Agreement

D. Fiscal Year 2019 Local Maintenance and Improvement Grant

E. FY 2019 Milling and Resurfacing, ITB 19-003

F. Roadway and Sidewalk Rating/Pavement Analysis, RFP 19-104

G. Buice Road Traffic Calming

H. MOU between City and Brewable

I. Emergency Call Boxes in Wills Park, Webb Bridge Park and North Park

J. Relocation and repair of Public Safety 800 MHz backup radio system

K. Annual Technology Refresh 2019

VI. PUBLIC COMMENT

VII. REPORTS

VIII. ADJOURNMENT

City Council Meeting
STAFF REPORT

Submitting Department: Administration
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE:

ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

PH-18-AB-53 HACIENDA BAR AND GRILL N04 LLC
D/B/A LA TEDA TAPAS AND TEQUILA
5815 WINDWARD PARKWAY STE 211
ALPHARETTA, GA 30004

PURPOSE: CONSUMPTION ON PREMISES
BEER, WINE, LIQUOR, SUNDAY SALES

OWNER: CELERINO GARCIA
REG. AGENT: ANTONIO MORALES

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:

La Teda Minutes

CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE

DATE:	September 27, 2018
TIME:	2:00 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 2:00 pm

II. LICENSE APPLICATIONS:

A. PH-18-AB-53 Hacienda Bar and Grill NO4 LLC
d/b/a La Teda Tapas and Tequila
5815 Windward Parkway STE 211
Alpharetta, GA 30004

Consumption on Premises
Beer, Wine, Liquor- Sunday Sales

Owner: Celerino Garcia
Registered Agent: Antonio Morales

Mrs. Thigpen asked the representative for La Teda Tapas and Tequila to step forward. Mrs. Thigpen asked the representative to give information on the business and his experience in the restaurant business. Mrs. Thigpen asked if this was a new location or a buildout. Mrs. Thigpen asked if there is any training in place for their employees. Mrs. Thigpen reminded him that the manager on staff needs to be familiar with the City's alcohol ordinance.

The registered Agent, Antonio Morales, came forward as the representative. He said he's worked in the restaurant business for a while but has never had to appear at a public hearing. Mr. Morales said the restaurant will be open for breakfast, lunch and dinner. It was the old Twisted Taco building. They just finished the buildout and anticipate opening the following week. They have training in place for all of their employees and are aware they need to have pouring permits.

Public Comment: None

Mrs. Thigpen stated that, after reviewing the application, she found no reason why the application should not be approved; and it would be placed on the consent agenda for Monday, October 1, at 6:30pm. Mrs. Thigpen asked that a representative be present in case someone on council may want to ask a question of the applicant.

III. ADJOURNMENT: There being no further business, Mrs. Thigpen adjourned the hearing at 2:05 pm.

Respectfully Submitted,

Erin Lampert, Assistant City Clerk

City Council Meeting
September 24, 2018
Office of the City Clerk

ALPHARETTA CITY HALL COUNCIL CHAMBERS

2 PARK PLAZA

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

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

II. ROLL CALL

- Council Members
  - Mayor Jim Gilvin
  - Mayor Pro Tem Donald F. Mitchell
  - Jason Binder
  - Ben Burnett
  - John Hipes
  - Dan Merkel
  - Karen Richard
- Staff
  - Bob Regus, City Administrator
  - Sam Thomas, City Attorney
  - James Drinkard, Asst. City Administrator
  - Peter Sewczwicz, Director of Public Works
  - John Robison, Deputy Director of Public Safety
  - Morgan Rodgers, Director of Recreation and Parks
  - Kathi Cook, Director of Community Development
  - Michael Woodman, Senior Planner

- Tom Harris, Director of Finance
- Shawn Mitchell, Budget Manager

III. PLEDGE TO THE FLAG

IV. AWARDS – Georgia Municipal Association Award Presentation to Senator John Albers

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 09/17/2018)

B. Alcoholic Beverage License Applications PH-18-AB-50 Galeto

Steakhouse Alpharetta

d/b/a Galeto Brazilian Steakhouse
2355 Mansell Road
Alpharetta, GA 30022

Purpose: **Consumption on Premises**
Beer, Wine, Liquor Sunday Sales

Owner: **Eli Nascimento Registered Agent:**

Reg. Agent: **Wilma A. Gilbertson**

❖ Council Member Binder offered a motion to approve the Consent Agenda

- The motion received a second from Mayor Pro Tem Mitchell
- The motion was approved unanimously 7-0

V. PUBLIC HEARING

A. MP-17-06 / CLUP-17-07 / Z-17-20 / CU-17-18 / V-17-44: Greenstone Parkway 400, LLP
(NOTE: This item has been withdrawn at the request of the applicant and will not be considered)

B. Z-18-05 / E-18-07: Kairos Old Milton LLC / DT-LW

(NOTE: This item has been deferred at the request of the applicant and will be not considered at this meeting)

C. Z-18-08 / CU-18-07 / V-18-13 / E-18-06: The Porch Special Events Facility/Matilda's Outdoor Music Venue

- Director of Community Development, Kathi Cook, came forward to present this item.

- Staff recommends council approve Z-18-08/CU-18-07/V-18-13 The Porch Special Events Facility/Matilda's Outdoor Music Venue, subject to the following conditions:

  1. The site, consisting of approximately 2.22 acres, shall be zoned DT-MU.

  2. 'Amphitheater' and 'Recreation Facilities, Indoor & Outdoor' shall be added as a conditional use at 531 South Main Street and limited to a maximum capacity of 200 people at any one time.

  3. Conditional use approval shall be limited to Matilda's outdoor music venue; no additional 'Amphitheater' businesses or subleasing shall be permitted in the approved outdoor area depicted on the submitted plan.

  4. Conditional use approval shall be limited to The Porch; no additional 'Recreation Facilities, Indoor and Outdoor' businesses or subleasing shall be permitted within the approved space.

  5. Exterior modifications to existing buildings and new permanent structures, visible from South Main Street or Wills Park, shall require approval by DRB.

  6. Special events facility and outdoor music venue operations shall not overlap.

  7. Hours of operation for Matilda's music venue shall be limited to Friday & Saturday, 5:00 PM – 11:00 PM from April to November.

  8. The Porch special event facility shall cease operations no later than 11:00 PM.

  9. Building permits and sign permits shall be secured for all associated improvements on the property, except that portable restrooms and tents under 400 SF (with no cooking or heating) shall not require a permit.

  10. Property owner shall provide a dumpster within an enclosure prior to issuance of a Certificate of Occupancy for the barn.

  11. Parking attendant shall be provided for all special events associated with Matilda's and The Porch.

  12. Grass area around the existing parking lot may be used for parking, as depicted on the parking plan. There shall be no parking underneath trees.

  13. Property owner shall provide for the regular maintenance of grass areas used for parking. Thinning or bare areas shall be sodded within 14 days. If in the future the City finds the grass parking areas are not being maintained, all required parking shall be paved.

  14. There shall be no outside storage on the property. Equipment associated with the special event facility and outdoor music venue shall be removed from the property within 24 hours of completion of an event.

  15. Property owner shall install required parking lot screening shrubs and landscape strip along South Main Street, as approved by Staff. Wooded area, along South Main Street and near the barn, shall be supplemented with evergreens to provide an opaque screen, as approved by Staff. Landscaping shall be installed within 90 days from approval of the conditional use.

  16. An accessible route from the parking area to the venue shall be provided in compliance with 2010 ADA Standards/2012 NFPA-101.

- The applicants, John Morley and Mary Jane Potter, are requesting rezoning of a 2.22-acre property from C-1 (Neighborhood Commercial) to DT-MU (Downtown Mixed Use) and a conditional use to allow 'Amphitheater' for Matilda's outdoor music venue and 'Recreation

Facilities, Indoor and Outdoor' for a special events facility at The Porch. A variance is requested to allow required parking on grass areas. The subject property is located at 531 South Main Street on the north side of South Main Street and east of Wills Road.

- The submitted request, if approved, would permit an 'Amphitheater' for Matilda's outdoor music venue and 'Recreation Facilities, Indoor and Outdoor' for a special events facility at The Porch. Rezoning is requested for the 2.22-acre property from C-1 (Neighborhood Commercial) to DT-MU (Downtown Mixed Use) and conditional use permits to allow both uses. A variance is requested to allow grass parking. The subject property is located at 531 South Main Street on the north side of South Main Street and east of Wills Road.

- The property is located in the Downtown Overlay and is developed with a 3,456 square foot historic structure built in 1919 and known as the Earl Wood House. The structure is on the City's List of Contributing Historic Structures and is an example of southern farmhouse architecture. The building is currently being used for The Porch, which is an antique and home décor business. A 2,200 (47' x 47') square foot barn is located to the east of the parking lot. There are 28 surface parking spaces on the property.

- The zoning of the property is C-1, which requires rezoning and conditional use approval to allow the proposed uses. Surrounding properties are zoned C-2 (General Commercial) to the east and south, SU (Special Use) to the north and C-1 to the west and south. Wills Park is located to the north, Waffle House to the west, Northfall Professional Park to the east and an undeveloped parcel, Public Storage and small retail building are located to the south.

- Unified Development Code (UDC) Section 1.4.2 defines 'Amphitheater' and 'Outdoor Storage' as follows:

- "Amphitheater. An outdoor area designed or intended for the projection of sound to be heard by a nearby audience."

- "Recreation Facility. A place designed and equipped for the conduct of sports, leisure time activities and other customary and usual recreational activities.

- 1. Recreation Facilities, Indoor. Recreational uses conducted almost wholly indoors, including bowling alley, skating rink, shooting range, health club, etc."

- The applicant is requesting a variance to allow parking on grass areas of the property. Unified Development Code (UDC) Subsection 2.5.5(B) requires off-street parking lots to be surfaced with concrete or asphalt. The applicant's parking plan shows that 49 spaces can be accommodated in grass areas surrounding the existing parking lot, which brings the total number of parking spaces to 77 spaces. The UDC requires one (1) parking space for every four (4) seats, plus one (1) employee space for every ten (10) seats.

- The applicant proposes a maximum capacity of 200 persons; therefore, public assembly use would generate a need for 70 parking spaces. The outdoor music venue and special events facility will not operate on a regular schedule, with additional parking spaces only needed on certain occasions. The applicant also provided an agreement with the adjacent property owner to utilize that property, 501 South Main Street, for overflow parking. The adjacent property has 50 parking spaces and is developed with service retail and office uses that would not conflict with events at Matilda's or The Porch.

- Matilda's has been holding outdoor concerts since 2005, formerly conducting business on a site located approximately ¼-mile to the east at 377 South Main Street. Matilda's recently received approval from the City of Milton to operate an outdoor music venue at a site in Milton. It is the intent of the applicant to alternate music events between the Milton and Alpharetta locations on Friday and Saturday evenings between the months of April to November. Concerts typically begin at 7:00 PM and end at 10:30 PM.

- Matilda's is currently holding outdoor concerts at the subject property through a temporary use permit. A temporary stage is being used with seating on the lawn in front of the stage. The area for the stage and lawn seating is approximately 108' x 112' and is located behind the existing barn on the east side of the property. A wooded area screens the outdoor music venue from South Main Street.

- The Porch was established in 2013 and is a home interiors design store featuring antiques, furniture, art, lighting and bedding. The business owner, Lynn Morley, would like to expand the business to include a special events facility for weddings, birthday parties and other special events. According to the applicant, the Earl Wood House, barn and outdoor areas of the site would be used for special events. The applicant acknowledges that the barn will require life safety improvements in order to be used as a place of assembly. The Porch currently operates on Tuesday – Saturday 10:00 AM – 5:00 PM. The special events facility will not operate at the same time as The Porch retail store or Matilda's music venue. The special events facility would be utilized mainly on the weekends and evenings, with operations ending by 11:00 PM.

- GDOT has a roadway project along South Main Street, which includes a 10' multi-use sidewalk adjacent to the applicant's property. The GDOT project will not require additional right-of-way from the subject property, only temporary construction easements to facilitate the re-construction of driveways. The existing strip of land between the sidewalk and parking lot along South Main Street will remain, which provides planting area to accommodate required landscape strip and parking lot screening material.

- ITE trip generation rates are not provided for the proposed uses as they are considered special events. Arrivals are assumed to be 45 minutes before to 15 minutes after the event begins. The applicant estimates a 200-person maximum capacity at any one time for the proposed uses. Using the City's parking requirements, approximately 70 vehicles are anticipated for each event. Most events would likely occur outside of the typical peak traffic times.

- City Staff has reviewed the applicant's proposal and finds that it can generally support the request for rezoning, conditional use and variance, if conditions are approved requiring regular maintenance of grass parking areas. The request is not in conflict with the established conditional use criteria and the requested zoning is appropriate given the 'Mixed Use' future land use designation of the property.

- The proposed outdoor music venue and special events facility would complement other Downtown development and there are no residential uses in the area that could be impacted by noise. The combination of surface and grass parking would satisfy the City's parking requirements for all uses.

- Verizon Amphitheater received variance approval in 2007 to allow grass parking. In addition, the applicant has an agreement to utilize the adjacent property for overflow parking. If approved, it is recommended that conditions be established as part of this application that regulate and limit any expansion of the businesses to no more than 200 persons at any one time.

- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.

- City Staff received a letter from Northfall Office Condo Association, Inc., which is located to the east of the subject property. The property owner had concerns over noise, provision of sufficient on-site parking to support the proposed uses, and no overflow parking on the Northfall property without prior written authorization.

- Mary Jane Potter and John Morley came forward on behalf of the applicants and answered questions posed by Mayor and Council

Public Comment

❖ Council Member Richard offered a motion to approve the Z-18-08/CU-18-07/V-18-13 The Porch Special Events Facility/Matilda's Outdoor Music Venue subject to staff conditions with the following changes:

- Condition #13 - Property owner shall provide for the regular maintenance of grass areas used for parking. Thinning or bare areas shall be stabilized within 14 days as approved by staff. If in the future the City finds the grass parking areas are not being maintained, all required parking shall be paved.

- Condition #14 - There shall be no outside storage on the property. Equipment associated with the special event facility and outdoor music venue, including chairs, tents, portable restrooms, signage and other equipment shall be removed from the property within 24 hours of completion of an event.

- The motion received a second from Council Member Merkel

- Council Member Hipes offered a friendly amendment to Condition #11 Parking attendant shall be provided for all events associated with Matilda's and The Porch for onsite parking. Parking attendant shall be provided offsite at Northfall if parking complaints are received.

- Accepted by Council Members Richard and Merkel

- Mayor Pro Tem Mitchell offered a friendly amendment to condition #11, if an agreement can be reached with the Northfalls complex for parking, as approved by staff, then parking attendants are not needed.

- Amendment was not accepted

- Council Member Binder offered a substitute motion to include all amendments as stated by Council Member Richard's original motion and to amend Condition #11 to read, "Staff, at the Director level, may require a parking attendant for all events if deemed necessary based on documented complaints and/or traffic issues."

- The motion was seconded by Council Member Mitchell

- The motion was approved unanimously 7-0

VI. NEW BUSINESS

A. Roof Replacement at Public Safety Headquarters (Phase 3)

- Director of Public Safety, John Robison, came forward to present this item.

- Staff recommends council award a contract for the replacement of the remaining roof section at the Public Safety Headquarters main building to Garland/DBS, Inc. (under the competitively procured US Communities contract #14-5903) in the amount of $115,235 and authorize the Mayor to execute all necessary documents.

- Due to the age of the previous ballasted EPDM roof system and consistent roof leak service calls at Public Safety Headquarters since 2013, a four-phased re-roofing plan was developed. Please reference the Public Safety Headquarters map for a visual guide.

- Phase 1 entailed the replacement of the roof at the Jail facility and was completed in 2016.

- Phase 2 entailed replacement of the roof at the main Public Safety Headquarters building and was completed in conjunction with the Headquarters Expansion project in 2018.

- Phase 3 is the source of this request and entails replacement of the remaining portions of the Public Safety Headquarters main building (e.g. E911, Garage).

- Phase 4 includes the detached Evidence Building and was included in the FY 2019 Budget as a restoration at a smaller financial impact (and smaller warrantied life at 10-years). After further review, restoration is not an ideal solution for this roof and full-replacement is recommended. Residual funding will be transferred to non-allocated and this project will be included in a future capital request.

- This request is for Phase 3 and entails replacement of the remaining portions of the Public Safety Headquarters (e.g. E911, Garage). A detailed scope-of-work has been attached hereto.

- This project is being awarded to Garland/DBS Inc. under the U.S. Communities program (cooperative purchasing alliance). US Communities is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively solicited contracts for quality products/services through lead public agencies (e.g. city, county, or state agencies that issue the underlying formal solicitations). Cobb County GA, as lead public agency, competitively solicited the Garland contract and made it available under the terms of the U.S. Communities program.

- Benefits of the Garland contract under U.S. Communities include: (a) pricing competitiveness; (b) turnkey single source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).

- Garland has solicited quotes from pre-qualified subcontractors and chosen Safe Shield, LLC as the low quote at $115,235.

- The FY 2019 Budget included funding totaling $140,000 for the Phase 3 scope (discussed above; $100,000) and the Phase 4 scope (discussed above: $40,000). Due to the escalation of labor rates, and the labor-intensity of roofing work, pricing has escalated above the 2019 Budget estimate for the Phase 3 scope. As discussed above, the Phase 4 scope will be changed from a restoration to a full-replacement. Completion of the Phase 3 scope will involve utilization of a portion of the funding originally set aside for Phase 4. Remaining funds will be moved to non-allocated. Phase 4 will be a component of a future funding request with the scope revised to reflect full-replacement.

- The City has used Garland for multiple roof repair/replacement projects including: replacement of the roof segments identified above at Public Safety Headquarters: roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.): roof replacements for Fire Stations 1, 3, and 4: etc. and has found their work, products and responsiveness to be exceptional. Once a contract with Garland has been finalized and executed, completion will take no longer than 45 days from Notice-to-Proceed. This timeframe includes the ordering and delivery of all materials.

Public Comment

None

- ❖ Council Member Hipes offered a motion to award a contract for the replacement of the remaining roof section at the Public Safety Headquarters main building to Garland/DBS, Inc. in an amount not to exceed $115,235.00 and authorize the Mayor to execute all necessary documents

  - The motion received a second from Council Member Binder

  - The motion was approved unanimously 7-0

A. Resolution - Intergovernmental Agreement with the City of Milton

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA TO AUTHORIZE THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES AND GCIC INFORMATION SERVICES BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND THE CITY OF MILTON, GEORGIA

- City Attorney, Sam Thomas, presented this item and read the Resolution aloud

Public Comment

None

❖ Council Member Hipes offered a motion to approve the Resolution to enter into an Intergovernmental Agreement with the City of Milton as read by the City Attorney

- The motion received a second from Council Member Binder

- The motion was approved unanimously 7-0

VII. PUBLIC COMMENT

None

VIII. REPORTS

None

IX. ADJOURNMENT TO EXECUTIVE SESSION

❖ Council Member Binder offered a motion to approve the Executive Session

- The motion received a second from Council Member Merkel

- The motion was approved unanimously 7-0

Respectfully submitted,

Coty Thigpen

Coty Thigpen, City Clerk

City Council Meeting
STAFF REPORT

Submitting Department: Finance
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: APPROVAL OF CAPITAL INITIATIVES

II. RECOMMENDATION:

Approve funding for the FY 2019 Capital Initiatives.

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: $2,040,000

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (30141100-541410-C1219)	$1,000,000.00
Wills Rd Widening (conceptual design; 30141100-541410-C1922)	$45,540.00
Wills Rd Widening (conceptual design; 27041100-541410-C1922) - Impact Fee Fund	$14,460.00
Buice Rd Traffic Calming (30141100-541410-C1923)	$250,000.00
City Center Parking Deck Improvements (security/lighting; 30141100-541300-C1836)	$80,000.00
Downtown Centralized Waste/Recycling Facility (design; 30141100-541200-C1515)	$50,000.00
Design and Construction of new Park Spaces (30161150-541500-C1920)	$286,307.00
Design and Construction of new Park Spaces (27061150-541500-C1920) - Impact Fee Fund	$313,693.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00
-	$0.00

IV. REPORT IN BRIEF:

The FY 2019 Budget was distributed electronically to the City Council on April 30, 2018 and made available on the City's website through the financial transparency portal (OpenGov) and as a downloadable pdf document.

The Finance Department presented an overview of the operating/capital budget at the May 7th, May 21st, and June 4th City Council Meetings.

Public Hearings on the budget were held on June 11th and 18th with final approval of the FY 2019 Budget occurring on June 18, 2018.

Due to uncertainty regarding the tax digest, adoption of the millage rate was postponed pending receipt and analysis of the certified tax digest from the Fulton County Tax Commissioner.

The FY 2019 Capital Pan included funding totaling $15 million allocated towards identified capital initiatives with residual funding placed in non-allocated accounts pending further review of the tax digest by the City Council. The general non-allocated capital account totals $3.3 million.

Public Hearings on the millage rate levy were held on July 16th (11:30am and 6:30pm) and July 23rd with final approval of the FY 2019 millage rate levy occurring on July 23, 2018.

The actual growth in the tax digest exceeded the conservative budget estimate resulting in an additional $1.4 million in tax revenue. As the City's tax base is roughly 55% Commercial/45% Residential, millage rate reductions would primarily benefit commercial property owners. City Council and staff researched multiple opportunities for targeting residential property owners through a combination of long-term tax reduction measures and neighborhood capital improvements. This research culminated in the approval by City Council of three separate homestead exemption tax relief measures. The first tax relief measure is a Council approved floating homestead exemption that will be subject to voter approval on the November 2018 ballot. The second tax relief measure is a $5,000 increase to the City's base homestead exemption (increasing the homestead exemption from $40,000 to $45,000) that will be subject to voter approval on the November 2019 ballot. The third tax relief measure involves removing income restrictions for residents age 65 and older to qualify for the $10,000 additional senior homestead exemption and will be subject to voter approval on the November 2019 ballot. These Council approved tax relief measures are aimed at reducing the tax burden on our residential property owners and keeping Alpharetta an affordable place to live.

The $1.4 million in additional tax revenue discussed above, would bring total general non-allocated capital funding to $4.7 million.

Recommended Capital Initiatives total $2 million and include the following:

- $1,000,000 Milling and Resurfacing (neighborhood streets)
- $60,000 Wills Road Widening (conceptual design)
- $250,000 Buice Road Traffic Calming
- $80,000 City Center Parking Deck Security/Lighting
- $50,000 Downtown Centralized Waste/Recycling Facility (design)
- $600,000 Design and Construction of new Park Spaces
- $2,040,000

Please refer to the "Capital Funding Snapshot" for a breakdown of available capital funding. Also, please refer to the "Recommended Capital Initiatives" and "Unfunded Capital Initiative Requests" for a write-up of capital investment opportunities. Project approvals in addition to those detailed above would reduce the non-allocated amounts set forth in the "Capital Funding Snapshot".

V. ALTERNATIVES:

VI. ATTACHMENTS:

Capital Funding Snapshot, Recommended Capital Initiatives Writeup (9-25-2018), Unfunded Capital Initiatives Writeup (FY 2019) (9-4-2018)

City of Alpharetta
Capital Funding Snapshot
Non-Allocated and Project-Specific Balances (as of September 4, 2018)

	Non-Allocated Balances (before Capital Initiatives)						
	Currently Available					Forecasted	
		Restricted Sources					
	General	Transportation	Recreation	Public Safety	Subtotal	To-Be-Budgeted	Total
Capital Project Fund	3,262,043	-	-	-	3,262,043	1,400,000	4,662,043
Impact Fee Fund	-	541,889	313,693	30,774	886,356	-	886,356
Hotel/Motel Fund	-	-	256,124	-	256,124	-	256,124
Series 2016 Bond Fund	-	503,239	331,756	-	834,995	-	834,995
	$ 3,262,043	**$ 1,045,128**	**$ 901,573**	**$ 30,774**	**$ 5,239,518**	**$ 1,400,000**	**$ 6,639,518**

	Capital Initiatives				
		Restricted Sources			
	General	Transportation	Recreation	Public Safety	Totals
Milling and Resurfacing (Neighborhood Streets)*	(1,000,000)	-	-	-	(1,000,000)
Wills Road Widening (conceptual design)	(45,540)	(14,460)	-	-	(60,000)
Buice Road Traffic Calming	(250,000)	-	-	-	(250,000)
City Center Parking Deck Security/Lighting	(80,000)	-	-	-	(80,000)
Downtown Centralized Waste/Recycling Facility (design)	(50,000)	-	-	-	(50,000)
Design and Construction of new Park Spaces**	(286,307)	-	(313,693)	-	(600,000)
	$ (1,711,847)	**$ (14,460)**	**$ (313,693)**	**$ -**	**$ (2,040,000)**

	Non-Allocated Balances (after Capital Initiatives)						
	Currently Available					Forecasted	
		Restricted Sources					
	General	Transportation	Recreation	Public Safety	Subtotal	To-Be-Budgeted	Total
Capital Project Fund	1,550,196	-	-	-	1,550,196	1,400,000	2,950,196
Impact Fee Fund	-	527,429	-	30,774	558,203	-	558,203
Hotel/Motel Fund	-	-	256,124	-	256,124	-	256,124
Series 2016 Bond Fund	-	503,239	331,756	-	834,995	-	834,995
	$ 1,550,196	**$ 1,030,668**	**$ 587,880**	**$ 30,774**	**$ 3,199,518**	**$ 1,400,000**	**$ 4,599,518**

* This allocation will bring the total 2019 Milling & Resurfacing budget to over $3.5 million.

** This funding will augment the $400,000 approved in the FY 2019 Budget bringing total funding for this project scope to $1 million.

City of Alpharetta
Recommended Capital Initiatives (Narrative)

<u>Public Works</u>

Recurring Milling and Resurfacing (Neighborhood Streets) $1,000,000

This request is for the on-going maintenance of milling and resurfacing of city streets in neighborhoods. Resurfacing of city streets increases the life expectancy of the roads. Without resurfacing, roadways will deteriorate and be more costly to repair.

The city maintains a road rating database similar to that of the Georgia Department of Transportation. In using this approach, each road receives a rating from 1 to 100, with lower scores representing a greater need for maintenance. This allocation will bring the total 2019 Milling & Resurfacing budget to over $3.5 million.

Wills Road Widening (concept design; Milton Ave. to Old Milton Pkwy) $60,000

The City has received complaints of traffic backups that occur at the intersection of Mid Broadwell Road and Wills Road. The downtown area of Milton Avenue near Roswell Street/Canton Street is becoming more congested. Providing connectivity to the multi-lane of Old Milton Parkway from Wills Road may serve as a reliever route for traffic not wishing to go through downtown. An additional southbound lane on Wills Road from Mid Broadwell will provide a free flow right off of Mid Broadwell Road and allow connection to Old Milton Pkwy thus giving drivers an option around downtown.

This funding is for a conceptual design including surveys and traffic counts and is provided through Impact Fees ($14,460 based on allowable impact fee funding allocations) and Fund Balance ($45,540).

Full design, ROW, and Construction costs are estimated at $800,000 and would be part of a future funding request.

Buice Road Traffic Calming $250,000

Buice Road, between Kimball Bridge Road and Jones Bridge Road is under the jurisdictional authority of Johns Creek. On the east and west side of Buice Road are Alpharetta residents and on the west side of Buice Road is Ocee Park. Along Buice Road are several speed control devices. These speed tables were installed by Fulton County and now are the responsibility of Johns Creek. Due to the speed tables not meeting standards, Johns Creek is looking to have them all removed. Johns Creek's traffic calming policy does not permit the installation of speed cushions along non-internal subdivision streets.

The proposed plan is for chicanes and mini-roundabouts be installed along Buice Road. A chicane is a series of alternating mid-block curb extensions that narrow the roadway and require vehicles to follow a curving, S-shaped path with the intent of discouraging speeding. The roundabouts proposed are much smaller than existing roundabouts in the area. The smallest roundabout in Alpharetta is located at Bates and Mayfield Road and is 82' in diameter. The proposed min roundabouts along Buice are planned to be 72' in diameter. Landscaping will not be installed in the middle of the roundabouts since Public Safety Vehicles and larger vehicles (i.e. moving trucks) will travers the roundabout via driving thru the roundabout and not around the roundabout.

Representatives from Johns Creek presented the traffic calming plan to citizens along the corridor and individuals present at the meeting were overwhelming in support of the proposed improvements. The end goal of the project is to slow the speed of the vehicles along Buice Road and the chicanes and mini-roundabouts will accomplish this goal. Alpharetta will be asked to enter into an IGA with the City of Johns Creek to fund 50% of the project costs subject to a ceiling of $250,000.

City Center Parking Deck Security/Lighting $80,000
This request is for installation of additional security cameras/lighting in the City Center parking deck. As activity increases within the parking deck, so too does the need for security camera coverage. When the Private development tied onto the city's parking deck, a significant amount of ambient lighting was lost. Though the lights are on all the time, several areas of the deck remain dark causing patrons to feel unsafe.

Downtown Centralized Waste/Recycling Facility (design) $50,000
This request is for design funding for the Downtown Centralized Waste/Recycling Facility.

With the increasing popularity of Downtown Alpharetta as a destination, especially for dining, a corresponding growth in garbage from businesses within the district is being seen. Nowhere is this issue being experienced more than at the existing dumpster facility located in the City's parking lot on Old Roswell Street.

The existing dumpster facility was originally designed to handle garbage and recyclables only for the buildings located at 10 Milton Avenue and 37 Old Roswell Street, consisted of two restaurants, a salon, and professional office space. Over time, however, additional restaurants and businesses began using the facility such that today six restaurants, a bakery, and several retail shops use the facility.

As use of the facility expanded beyond the two original buildings, the City took over management and responsibility and implemented a program whereby the cost of servicing the facility was born by the utilizing businesses based on a pro-rata share in a two-tiered cost formula (restaurants bearing a higher cost than other users due to generating a higher trash volume).

The volume of waste that the Old Roswell Street facility is having to support has far exceeded its capacity. Although service days have been maximized, this routinely results in bags of garbage being piled onto the ground in front of the dumpsters; sometimes to the point that Republic Services is unable to service the dumpsters. While Staff has worked with solid waste professionals seeking to identify alternative means of addressing the issue, the only option is to expand the capacity of the centralized waste facility.

Due to a variety of limiting factors; including topography, the need to minimize parking loss, and operational issues; it has been determined that the only real option is to relocate the centralized waste facility to a central location within the Old Roswell Street parking lot. This will allow for a facility sized to meet current and anticipated future demand while accounting for other relevant factors. The plan would result in a net loss of only two parking spaces from this lot.

<u>Recreation, Parks & Cultural Services</u>

Design and Construction of new Park Spaces **$600,000**

This request is for the design and construction of new park spaces. Funding is provided through Impact Fees ($313,693 based on allowable impact fee funding allocations) and Fund Balance ($286,307). This funding will augment the $400,000 approved in the FY 2019 Budget bringing total funding for this project scope to $1 million.

City of Alpharetta
Unfunded Capital Initiative Requests
(Narrative – FY 2019 Budget)

<u>City Administration</u>

Downtown Beautification Grant $50,000

Priority 2: This request is for seed funding for the Downtown Beautification grant program which is used to incentivize downtown building renovations and improvements (including façade improvements). This small city investment has resulted in numerous private renovation projects in downtown over the past 15 years.

Citywide Economic Development Analysis and Strategic Plan $75,000

Priority 1: The last Economic Development Strategy and strategic plan was done in 2011-2012. The relevant life of such a study is 3-5 years and continually needs updating as the economy and environment is constantly changing. Given the amount of development we have had in the last 5 years, a new outside evaluation of the health of the Alpharetta economy, strategic vision and priority of development, and evaluation of current initiatives and business inventory is needed. The scope of the entire economic engine in Alpharetta is too large to be internally evaluated and is best evaluated periodically by an outside agency. The request is to hire an outside economic development consulting agency to perform an economic outlook, economic evaluation of business and industry health within Alpharetta and recommendations for strategic planning initiatives to forward the mission and objectives of the economic development department for the next 3-5 years.

<u>Community Development</u>

Downtown Parking and Wayfinding Signage $150,000 (Hotel/Motel Fund)

Priority 1: This project is intended to develop and implement a comprehensive parking sign package for Downtown Alpharetta. Major components include monument signage at city parking lots, wayfinding signage directing the traveling public to city lots, and time restriction parking signage. Decorative sign poles and bases will be identified. In addition, a signature logo will be proposed in order to coordinate the entire downtown parking infrastructure. The proposed design guidelines will be presented to the downtown business association and approved by the Design Review Board. Deliverables from this project will include the following:

- Downtown Parking Sign design Guidelines;
- Installation of monument signage at the two City Surface lots (Old Roswell lot, Roswell/Marietta lot);
- Wayfinding signage throughout Downtown (Main Street, Academy Street, Roswell Street, Milton Avenue); and
- Time restricted signage for Milton Avenue (2 hour limit/15 min limit).

Funding is provided through Hotel/Motel Taxes (facility portion).

Parking Management – Meters/Old Roswell Lot Gate Arm $115,000 (expense); $18,200 (revenue)

Priority 1: This projects consists of installing approximately 70 parking meters along Main Street and Milton Avenue. Maintenance fees assumed wireless meter management and wireless sensor management. User fees (revenues) are based on

very nominal usage: assuming $0.50 per hour during weekdays (8am-5pm) and each meter averaging 2 hours use per day ($1.00*260 days *70), Actual revenues have a much higher potential.
Project also includes installing a gate arm and ticket machine at the Old Roswell Lot. Implementation and funding would be based on revenues from the meter program. Old Roswell Lot will be time restricted to 3 hours, for no costs, or $1.00 per hour if more than 3 hours. Gate arm and ticket facility will decrease manpower effort required to enforce parking time limits and provide an opportunity for parking for those willing to pay a daily fee.

Public Works

Major Intersection Improvements $300,000

Priority 2: This request would allow the City to quickly address major intersection improvement projects, such as adding turn lanes at major intersections. Projects will be selected based on their effect on traffic flow and safety.

The requested design funds is for the design of a left-turn lane from Kimball Bridge Road to Park Brooke Drive. The City has received a number of requests over recent years to provide this improvement. The requested construction funding for FY 2019 is for the construction of dual left turn lanes from south-bound Haynes Bridge Road to east-bound North Point Drive.

Davis Dr Extension to Westside Parkway $500,000

Priority 1: This project would construct the extension of Davis Drive from its current cul-de-sac at The Cooler and Pappadeaux to Westside Parkway at Sanctuary Parkway. The constructed road segment would be a two lane road with bicycle lanes and 6' sidewalks. Also included in the project scope is modifying the existing four lane configuration of Davis Drive to a two lane configuration with a center turn lane and bicycle lanes. The new roadway section would be approximately 1,400 linear feet in length. Design for this project was funded in FY 2014. Transportation impact fees can offset a portion of these costs. City and the North Fulton Community Improvement District are working together to fund completion of the project.

Connector Road (NP Pkwy to Edison Dr.; Design) $150,000

Priority 2: This project would create a new two-lane roadway with sidewalks connecting North Point Parkway and Edison Drive. Proposed roadway would utilize the existing curb cut for the AT&T property on the east side of North Point Parkway at Dryden Road. Proposed roadway would be approximately 900 linear feet in length. FY 2019 funding request is for design. ROW and construction costs are estimated at $930,000 and would be part of future funding requests.

Pedestrian/Safety Improvements at Marietta Street and SR9 $175,000

Priority 1: This request is for the construction of pedestrian enhancements and safety improvements at the intersection of SR 9 and Marietta Street. A proposed pedestrian enhancement at this intersection will assist pedestrians in crossing SR 9 by removing conflicting side-street straight and left-turn movements.

Hembree Road Turn Lanes (Design; ROW) $150,000

Priority 1: This request is for the design and construction of various turn lanes along Hembree Road from Maxwell Road to Old Roswell Road. The project length would be approximately 2,000 linear feet. During the morning peak hours, Hembree Road is congested with vehicles attempting to make left turns into various properties. These vehicles are creating congestion through the intersection of Maxwell Rd. and Hembree Rd. as well as creating undue delays at the intersection of Westside Parkway and Hembree Rd. Installing turn lanes at various intersections will alleviate congestion along this corridor. Construction costs are estimated at $600,000 and would be part of a future funding request.

Marjean Way Extension (Design) $500,000
Priority 2: This request is for the design of the extension of Marjean Way from its current terminus at Orchid Lane north to Milton Avenue. The roadway extension will include brick sidewalks on both sides of the road to match the roadway section approved as part of the Windsong Townhomes development. Also included in the project scope will be the design of a regional stormwater facility designed to accommodate any future redevelopment of the adjacent upstream properties (currently occupied by the Masonic Lodge and Krogh Cabinetry) and the city-owned property at 90/92 Milton Avenue. The stormwater facility will be designed in such a manner to provide an attractive amenity to the area. In addition, the design shall include amenities associated with the future park. Construction costs are estimated at $3 million and would be part of future funding requests.

Waters Road Traffic Calming (Design) $350,000
Priority 1: The city has received numerous complaints from citizens living along Waters Road regarding the volume of traffic and speed of vehicles. Several options and locations were evaluated and it has been determined that roundabouts at the intersections of Waters Road and Centennial Drive and Waters Road and Waters Mill Drive would be the most feasible method for addressing these concerns. Design funds are being requested for FY 2019. It is anticipated that right-of-way will be needed from property owners and will be acquired after completion of the design documents in FY 2020. ROW and Construction costs are estimated at $2.4 million and would be part of a future funding request.

Douglas Road Traffic Calming Improvements (Option 1) $500,000
Priority 1: This request is for the design and implementation of safety improvements along Douglas Road. Citizens of Waters Road have expressed concerns of individuals driving at excessive speeds. The topography of Douglas Road does not make it any easier to slow drivers. Requests have been submitted for roundabouts, sidewalks on both sides of the street, chicanes, and improved landscape areas. This funding request is to remove the right turn lanes along the corridor. Removal of the right turn lanes and replacing the areas with landscaping will provide drivers a tunnel affect and force drivers to slow their speed and become more aware of their surroundings. Another option would be roundabouts which are included in a separate capital request.

Douglas Road Traffic Calming Improvements (Option 2; Design) $150,000
Priority 1: The City has received numerous complaints from citizens living along Douglas Road regarding the volume of traffic and speed of vehicles. Several options and locations were evaluated along Douglas Road. Intersection improvements at Douglas Road/Clubhouse Drive and Douglas Road/Newport Bay Passage are being considered. A roundabout is being proposed at Douglas Road/Clubhouse Drive to address the intersections volume as well as a traffic calming. Traffic calming measures for the Newport Bay Passage intersection would include a lane diet and sight distance improvements. Design funds are being requested for FY 2019. It is anticipated that right-

of-way will be needed from property owners and will be acquired after completion of the design documents in FY 2020. ROW and Construction costs are estimated at $1.7 million and would be part of a future funding request. Another option includes smaller scale traffic calming measures including removal of right-turn lanes and are included in a separate capital request.

Flashing Yellow Signals **$60,000**

Priority 1: This request is to upgrade 36 signalized intersections within the city to the flashing yellow arrow standard. This signal change introduces a flashing yellow arrow during the permissive left turn phase of the signal operation. The Federal Highway Administration had demonstrated that this new application has helped reduce left turn crashes, causes less driver confusion on the decision to turn, and provides additional traffic management flexibility. Implementing the new federal standard for permissive phasing also provides consistency with neighboring jurisdictions. Currently SR 120 has 2 flashing yellow intersections and GDOT has plans to continue upgrades to the rest of the corridor.

The city's upgrade will be done over a 4-year period starting with the arterial streets, then moving to collector and local streets. The following is a list of intersections to be done in FY 2019: North Point Parkway at Rockmill Road; North Point Pkwy at Kimball Bridge Road; Haynes Bridge Road at Westside Pkwy; Haynes Bridge Road at Lakeview/Northwinds Pkwy; Haynes Bridge Road at Ga Lane; North Point Parkway at Mansell Crossing South; North Point Parkway at Mansell Crossing Middle; North Point Parkway at Mansell Crossing North; North Point Parkway at Ga Lane; and North Point Parkway at North Point Drive. Estimated cost for the project is $240,000 and would be allocated over the four-year period beginning in FY 2019.

Citywide Sign Inventory **$120,000**

Priority 3: This request is for a citywide sign inventory. The City does not currently have an inventory of our right-of-way signage which hinders our ability to adequately maintain these assets. With this inventory the management, location, and condition of signage will be tracked. This inventory will provide data collection, post processing, and a geodatabase that will integrate with the city’s asset management system (CityWorks) and the city's GIS. Each year, Public Works performs over 250 work orders associated with street signage and the work orders are reactionary based on complaints. The inventory system will enable Public Works to identify when signage was installed and develop a pro-active replacement program for when signage exceeds its useful life (e.g. degradation of reflectivity).

Waters Road Sidewalk Improvements **$750,000**

Priority 1: This funding request is for the installation of sidewalks on both sides of the street to improve pedestrian connectivity. Pedestrians would only need to cross Waters Road at signalized intersections: Kimball Bridge Road; and Jones Bridge Road. Citizens of Waters Road have expressed concerns of individuals driving at excessive speeds. The topography of Waters Road does not make it any easier to slow drivers. Requests have been submitted for roundabouts, sidewalks on both sides of the street, chicanes, and improved landscape areas.

AlphaLoop (City Trail) $1,000,000

Priority 1: This request is to provide construction funding for the AlphaLoop City Trail. AlphaLoop is envisioned as a multi-use trail and park system intended to connect City Center, Avalon, and the Northwinds Area together via paved pedestrian pathways.

Phase A runs from Old Milton Parkway to Westside Parkway and Phase B runs from Westside Parkway to Kimball Bridge Road. Phase C covers the intersections and crossings (e.g. Old Milton Parkway, Westside Parkway, Northwinds Parkway, Kimball Bridge Road, etc.). Phases A & B are further broken down into two tiers: Tier 1 covers the trail and Tier 2 covers pocket parks/plazas.

Construction estimates for Phase A (tiers 1 and 2) total $4.5 million. The FY 2018 budget includes available funding of $1.5 million. This request is for an additional $1 million bringing total funding for construction to $2.5 million. These funds will be utilized to leverage private investment as proof of a solid financial commitment has been made by the city. Unfunded construction obligations for Phase A will be part of future funding requests.

Construction estimates for Phase B (tiers 1 and 2) and Phase C total $5 million and would be part of a future funding request.

Douglas Rd Drainage and Erosion Control Improvements $200,000

Priority 1: This request is for the reconstruction of approximately 915 linear feet of existing sidewalk along the west side of Douglas Road between Newport Bay Passage and the bridge over Caney Creek. Along this stretch of Douglas Road there is no curb and gutter between the road and the existing sidewalk. When it rains, runoff from the road runs across and along the sidewalk making it unusable for pedestrians. This is also causing erosion problems in the area. This project will reconstruct the sidewalk, install curb and gutter, install storm drainage structures and pipes, and address the erosion issues.

Public Safety Headquarters Façade (Design) $200,000

Priority 1: The current Public Safety Headquarters building was originally designed on the basis of facing Kimball Bridge Road. However, upon the completion of Westside Parkway and the addition of AVALON, the front of the building is in the open more and is in need of aesthetic treatments. The funding of this CIP request will go towards designing a retrofit to the existing facade and developing a cost estimate for complementation for a subsequent CIP request.

Restroom Renovations (Wacky World/Wills Park) $150,000

Priority 2: This request is for the interior remodeling of the existing restroom facility adjacent to the Wacky World Playground. The building is showing its age and needs upgrades to enhance the use of the building as well as the overall appearance for the citizens. The project will entail removing everything within the current facility and replacing all of the current items with brand new items of similar materials in the restroom facilities at Brooke Street Park and the City Hall Parking Deck.

Concession Building Renovation (North Park fields 1-4; Design) $150,000
Priority 1: This request is for design of a new restroom/concession building at North Park Fields 1-4. The building is showing its age and needs replacement instead of an upgrade to enhance the use of the building as well as the overall appearance for the citizens. Construction costs are estimated at $1.5 million and would be part of a future capital funding request.

City Hall Generator $TBD
This request is for the purchase and installation of generator(s) to cover City Hall. Currently, City Hall relies on power supply backups for network equipment and workstations that provide limited operational uptime and essentially operates to provide time for proper shutdown of technology to avoid data loss. Generator(s) will enable City Hall to retain operational capabilities during power losses. This equipment will be scheduled to be replaced every 10-15 years (normal maintenance life) in order to provide for both reliable and efficient service. Current cost estimates for a generator capable of handling City Hall peak energy needs totals in excess of $800,000. Staff is in the process of reviewing average energy usage within City Hall to determine a more feasible generator sizing.

Downtown Enhancements $35,000
Priority 1: This request is for the design, installation, and repair of streetscape/aesthetic enhancements on city property throughout the downtown area. Improvements consist of new trash receptacles, kiosks, benches, arbors, and landscape enhancements to city owned property.

<u>Public Safety</u>
Community Center Generator (new) $200,000
Priority 2: The Alpharetta Community Center is targeted to serve as an emergency shelter. However, the American Red Cross and Salvation Army require emergency shelters that serve the public to have emergency generators servicing the facility. The Community Center does not currently have generators. This projects includes the purchase and installation of a new 400kw Natural Gas Generator.

Fire Station Camera System $38,000
Priority 2: This request is to install seven (7) IP cameras at Fire Stations for parking lot security. This was a City Council initiated request in 2017 after several Fire Stations were the scene of multiple entering autos, causing the loss of personal and department property as well as damage to our Firefighter's personal vehicles. There are currently no security cameras at any of the Fire Stations to deter criminals or provide any useful information in the event a crime or significant incident arises. This initiative provides for a local recording server and licensing to support camera recording and interfaces. The proposal is to install two (2) "IP" cameras at Fire Station 81, and one (1) "IP" camera each at Fire Stations 82 through 86. The installation includes the needed local storage and interfaces needed to connect to the city's existing security camera infrastructure.

SWAT Medic Take-Home Vehicles (Qty: 4) $160,000
Priority 3: This request is for the purchase of four (4) emergency vehicles to be issued to SWAT medics to enhance their deployment speed and safely secure their equipment. SWAT medics are Advanced Emergency Medical Technicians (AEMT) and GA POST Law Enforcement certified firefighters who are integral members of SWAT. A properly

outfitted vehicle would provide the SWAT medics with secure storage for the highly sensitive weapons and equipment they are entrusted with.

This request would provide each SWAT medic with an unmarked Ford Explorer SUV (Admin Package; $29,000); emergency lights and equipment ($5,000); SWAT Trunk Vault ($2,500); Rifle\Shotgun rack ($500); and radio ($3,000) for a cost per vehicle of $40,000. There are currently four assigned SWAT medics making the initial cost $160,000. The anticipated future costs would include the addition of two (2) vehicles and equipment (year 2 and 3) to be issued to new medics bringing a total of six SWAT medics (two per fire shift). There is normal maintenance costs associated with vehicles. Current policy regarding assigned City vehicles would be followed.

3D Laser Scanner $90,700

Priority 1: This request is for a 3D laser scanner and software with equipment which will replace the out of service and outdated Total Station equipment previously used during crash investigations by the Traffic Unit. The laser scanner captures a 3D representation of any scene, exactly how it was at the time. It can create 2D and 3D scene diagrams and animations, perform crash and crime scene analysis, and creates courtroom presentations. This system can also be used for crime scene investigations, arson investigations, training, pre-planning, and a wide array of other uses by several units within Public Safety. This requests includes: 3D Laser Scanner ($47,000); Set up ($8,300); 3D software ($13,900); Equipment ($8,500; notebook, stands, tripods, battery); and 3-year maintenance and warranty on equipment and software ($13,000).

Patrol Rifle System $130,000

Priority 2: This request is for the purchase of 65 rifle platforms at $2,000 each and will allow the Department to issue the same type of rifle platform (make and model rifle, optics, light system and sling) to Officers. Currently, due to the limited number of Department owned rifles and the number of Officers, the Department allows Officers to the option of carrying an approved rifle that is personally owned or carrying one of the limited number of rifles the Department owns. The Department has issued 36 rifles to Uniformed Patrol Officers and has 4 unassigned and available to Uniform Patrol. Currently, 22 Officers carry their own Department approved personal rifles due to their preference in optics, light systems and sling systems which are not supplied by the Department. With the new standardized rifle platform the carry of personal rifles will no longer be needed and the current policy of authorizing the practice will be modified. The estimated number of rifles takes into consideration the 36 issued to Officers, the 22 personal rifles currently being carried and the 4 currently unassigned but available and 3 spares - for a total of 65 new standardized rifle platforms. All rifles will be from the same manufacturer with the same optics, light and sling systems.

<u>Recreation, Parks & Cultural Services</u>

Heritage Park (preliminary design/planning, Heritage Site declaration) $250,000

Priority 1: This request is to provide funds for the design and study of the area referred to as “Heritage Park” located at the corner of Old Milton Parkway and Georgia 400. Funds would be utilized to obtain a historical site designation, Geo-technical data, and necessary permits. This site is considered to be the oldest settlement in the City of Alpharetta. There is a City Council condition that requires the donation of land to occur no later than the issuance of a land disturbance permit on the office property. The property is presently under review for a land disturbance permit (April 2018).

Thompson Street Trail Sculpture **$44,000**

Priority 1: This request is for the purchase of a sculpture at the entrance to the Thompson Street Trail. Costs are estimated at $44,000 and include artists' fees, juror fees, and installation. This request is being presented from Arts Alpharetta. Thompson Street Park will become one of the favorite stops along the Inner Alpha Loop. The need for an iconic piece of artwork cannot be understated. Arts Alpharetta will use the same process that it has used for *Instruments of Inspiration* and for *Miscellany* to select the artwork.

Midwick Wall Mural **$82,500**

Priority 1: This request is for a mural at Midwick Wall. Costs are estimated at $82,500 and include artists' fees, design fees, juror fees, wall preparation, and installation. This wall is along the inner Alpha Loop between City Hall and Avalon. This piece of artwork will help soften a large retaining wall that faces Academy Park. The spot for the mural and the conditions surrounding its selection has been vetted by the City of Alpharetta in cooperation with Academy Park and the developer.

Downtown Holiday Decorations (expansion) **$88,000**

Priority 1: This request is for additional Holiday Decorating Displays for the Downtown which includes the following: "RGB" Tree-of-Lights, with preprogrammed effects, approx. 58'-60'; (12) 30" manzanita snow balls; (12) 24" manzanita snow balls; (6) 7.5 3D deer (matches existing stars); one cluster of three slim-topiary style Christmas trees (sizes = 12'/10'/8') enhanced with manzanita type branches (nestled together to accent small park near promenade). This will be an addition to the current displays we highlighted in 2017. Capital costs total $88,000 for purchase of the holiday décor described above. Operational costs are estimated $15,000 annually for the installation, takedown, and storage and is included in the Recreation, Parks & Cultural Services Department operating budget. The performance of these decorations will be measured by the number of attendees, number of sponsors, number of volunteers recruited, and the number of community organizations involved in the Christmas Tree Lighting.

Wills Park Drainage Improvements (main parking lot) **$350,000**

Priority 1: This project is located in the forested area between the main parking lot for Wills Park Pool and the stream that runs east to west through the park. Currently the area receives runoff from the parking lot, the baseball fields, and a large portion of this side of the park. High volume and velocity storm flows have carved a large gully through the wooded area impacting mature trees, threatening the walking path, and creating a dangerous hazard condition for Frisbee golfers. The FY 2017 Capital Budget included funding for the design of a solution to repair the inflow pipes and stabilize the channel. The corrugated metal inflow pipes have deteriorated and the headwalls structures have fallen off the pipes. This project will add two junction boxes and replace approximately 150 linear feet of the most downstream pipe. The gully will be re-shaped using a regenerative stormwater conveyance system including rock step pools and stone weirs to cascade the water gently downslope into the stream. This will reduce erosion and stabilize the area near the walking path and the Frisbee golf course. Additionally, a new pedestrian safe bridge will be added for the Frisbee golf course allowing players to safely reach the pin. Some large sweetgums will be removed for safety during construction. This project addresses measure 1 in the watershed improvement plan. FY 2017 Capital Budget included funding for design. FY 2019 request is for construction of the underlying improvements.

Big Creek Stream Bank Restoration **$50,000**

Priority 1: This project will work in conjunction with a Stormwater Study of Big Creek erosion funded in FY 2018. The Study will create a template design for minor maintenance that can be used for small repairs. It will further identify areas of unique concern that require individual design, state permitting, and extensive restoration construction. Routine maintenance is expected in FYs 2019-2022 and individual designs and construction projects are anticipated in FYs 2022-2028.

New Fleet – Parks Department Managers (Qty: 2) **$64,000**

Priority 1: The Recreation, Parks & Cultural Services Department has undergone a significant change in Department Leadership and the physical location of Department Managers. With the addition of two divisions, the need to accommodate the Management Team with the appropriate transportation will be vital to their success.

Ford Explorer - Staff is requesting a Ford Explorer (addition to the fleet) for Managers of Recreation Services, Cultural Affairs and Community Services Divisions; the managers will work out of City Hall so they will have easy access to share this vehicle.

Ford F150 4x4 Supercab – Staff is requesting a Ford F150 4X4 Supercab Truck (addition to the fleet) that truck will be assigned to the Park Services Manager. The plan is to provide every staff person deemed Essential Personnel in Park Services a 4X4 truck. The Park Services Manager's current truck will be assigned to staff to meet the essential needs of the daily operations that is highlighted in the following justifications:

a) The Recreation, Parks & Cultural Services Dept. has undergone tremendous growth over the past five years. In FY 2016, the department was given the oversight, and additional support, for the Special Events Division. Even though monies and resources were added for staff and program implementation, no additional funds were added for Park Services support, equipment or fleet.
b) Another significant addition to the Department is the opening of the new Art Center which coincides with the launch of the new Cultural Affairs division. This facility will require janitorial support of the current Facility Technician Team. The intention is utilize current staff to accommodate the needs of the four Recreation Centers and Art Facility. This additional truck will be used by the technicians to meet this additional responsibility.
c) (c) Two new parks were added in FY 2018 (Brookside Property and Avalon Fitness Park), totaling approximately 35 acres that are currently being maintained by Parks Staff. FY 2019 will add a minimum of two more properties, Thompson Street Linear Park and Encore Park, which will require more vehicles to properly meet the current maintenance standard.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA AUTHORIZING THE ESTABLISHMENT OF A FRANCHISE FEE APPLICABLE TO HOLDERS OF CABLE AND VIDEO FRANCHISES ISSUED BY THE STATE OF GEORGIA

WHEREAS, the City currently collects a franchise fee from any current cable or video providers; and

WHEREAS, the City considers collecting a franchise fee from a cable or video provider utilizing the public rights of way as compensation to the public for the use of the rights of way and a means of promoting the public health, safety, welfare and economics development of the City and to protect public works infrastructure; and

WHEREAS, the City of Alpharetta is authorized to collect a franchise fee of five percent (5%), the maximum amount established by federal and state law, of each cable or video provider's gross revenues received from the provision of cable or video service generated within the City;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Alpharetta hereby requires a franchise fee of five percent (5%) of any cable or video state franchise holder's gross revenues received from the provision of cable or video service generated within the corporate boundaries of the City of Alpharetta, pursuant to a franchise issued by the State of Georgia pursuant to O.C.G.A. § 36-76-1, et seq. known as the "Consumer Choice for Television Act" of 2007.

SO RESOLVED, this ______ day of ____________________, 2018.

CITY OF ALPHARETTA, GEORGIA

By:__________________________________
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

COUNCILMEMBERS

____
Jason Binder

____
Ben Burnett

____
John Hipes

____
Dan Merkel

____
Donald Mitchell

____
Karen Richard

(SEAL)

Attest:

____
City Clerk

Franchise Agreement

between the

City of Alpharetta, Georgia

and

Comcast Cable Communications, LLC

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AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _________, 2018 (the "Effective Date"), and is between the City of Alpharetta, Georgia, an incorporated Georgia city (the "Franchising Authority" or the "City"), and Comcast Cable Communications, LLC (the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1
GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2
THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3
CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4
COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to ~~three~~ five percent (~~3~~5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5
COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6
ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the

Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7
ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8
INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death of any one person, One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Franchising Authority.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9
MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Alpharetta, Georgia.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Alpharetta
Attn: City Administrator
2 Park Plaza
Alpharetta, GA 30009

COMPANY:
Comcast Cable Communications, LLC
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company are limited liability companies validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Alpharetta, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Alpharetta, Georgia

By: ______________________________
Name: Jim Gilvin
Title: Mayor
(Seal)

Attest: ______________________________

Date: ______________________________

Comcast Cable Communications, LLC

By: ______________________________
Name: Douglas R. Guthrie
Title: Regional Senior Vice President

Attest: ______________________________

Date: ______________________________

APPENDIX A
DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

"**Cable Service**" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"**Cable Service Provider**" or "**CSP**" means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"**Cable System**" means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast Cable Communications, LLC, a limited liability company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the City of Alpharetta, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the City of Alpharetta, Georgia, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"**Streets**" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"**Subscriber**" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

"**Video Programming**" means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

"**Video Service**" means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"**Video Service Provider**" or "**VSP**" means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

PART 76—CABLE TELEVISION SERVICE

Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet, Adam Orberson
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: FISCAL YEAR 2019 LOCAL MAINTENANCE AND IMPROVEMENT GRANT

II. RECOMMENDATION:

Adopt the attached resolution providing approval of the submission of the Fiscal Year 2019 Local Maintenance and Improvement Grant application to the Georgia Department of Transportation.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE CITY OF ALPHARETTA WAS ALLOCATED $601,976.56 THROUGH THE FISCAL YEAR 2019 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG) PROGRAM. THERE IS A MATCH REQUIREMENT OF 30% FOR THIS GRANT. THE CITY MUST ADD $180,592.97 OF FUNDING TOWARDS THIS PROJECT, FOR A TOTAL OF $782,569.53. THIS MATCH IS CURRENTLY BUDGETED IN THE PUBLIC WORKS CAPITAL BUDGET UNDER THE CATEGORY OF MILLING AND RESURFACING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LMIG Grant - Milling and Resurfacing (34041100-541410-C1219)	$601,976.56
LMIG Grant Match (30141100-541410-C1219)	$180,592.97

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
LMIG Grant - Milling and Resurfacing (34041100-334310-C1219)	$601,976.56
-	$0.00

IV. REPORT IN BRIEF:

The Georgia Department of Transportation (GDOT) began accepting applications for the Fiscal Year 2019 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2018.

Per GDOT guidelines, the following projects are allowable under the LMIG program:

- Preliminary engineering (including engineering for right-of-way plans and utility plans)
- Construction supervision and inspection
- Utility adjustments or replacement
- Patching, leveling, and resurfacing a paved roadway
- Grading, drainage, base, and paving existing or new roads
- Replacing storm drain pipe or culverts
- Intersection improvements
- Turn lanes
- Bridge repair or replacement
- Sidewalk adjacent (within right-of-way) to a public road or street

- Roadway signs, striping, and guardrail installation
- Signal installation or improvement
- Aggregate surface course for dirt road maintenance

The following projects are not eligible with LMIG funds:

- Right-of-way aquisition
- Street lighting
- Beautification and streetscapes
- Walking trails and tracks
- Landscaping
- Administrative services

The LMIG budget for FY 2019 is based on the collection of motor fuel taxes from FY 2018. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city / county as compared with the total statewide centerline road miles and total statewide population.

LMIG funds can be escrowed by the local government for a maximum of three fiscal years for the construction of larger projects, but GDOT expects the vast majority of the projects to be completed within the fiscal year of the grant.

All LMIG projects must be completed as soon as possible, but substantially complete within three years from the date of the LMIG application. All preconstruction activities, advertisements, lettings, and quality control of work and materials will be the responsibility of the local government.

The Public Works Department proposes to use the FY19 LMIG allocation and match to fund the following milling and resurfacing projects:

- Brierfield Lake - Briers Chute to Cul-De-Sac
- Davis Island - Briers Chute to Cul-De-Sac
- Briers Chute - Briers Creek Drive to Cul-De-Sac
- Briers Creek Drive - Briers Bend to Cul-De-Sac
- Briers Bend - Brierfield to Cul-De-Sac
- Oakvale Rise - Briers Bend to Cul-De-Sac
- Briers Ridge - Briers Bend to Cul-De-Sac
- Brierfield Road - Midbroadwell to Cul-De-Sac
- Davis Bend - Brierfield to Cul-De-Sac
- Locust Grove court - Brierfield to Cul-De-Sac
- Broadwell Oaks Drive - Midbroadwell Road to Broadwell Oaks
- Broadwell Oaks Court - Broadwell Oaks Drive to Cul-De-Sac
- Bryn Athyn court - Tuxford Drive to Cul-De-Sac
- Newport Bay Passage - Clubhouse Drive to Douglas Road
- Pearson Court - Lillian Drive to End
- Lillian Drive - Charlotte Drive to End
- McCoy Way - Cul-De-Sac to Cul-De-Sac
- Kearny Court - Kearny Street to Cul-De-Sac
- Kearny Street - End to End
- Stanyan Street - Thornberry to Cul-De-Sac
- Stanyan Place - Stanyan Street to Cul-De-Sac
- Marin court - Stanyan Street to Cul-De-Sac
- Serenity Court - Marin Court to Cul-De-Sac
- Bishops Gate Court - Thornberry to Cul-De-Sac
- Lantern Ridge Drive - Providence Road to Lantern Ridge Court
- Hedge Lawn Trail - Crabapple Chase Drive to Cul-De-Sac

Note: This application is due on January 1, 2019

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY19 Local Maintenance and Improvement Grant - Resolution, GDOT Application Cover Letter FY 2019, FY 2019 LMIG APPLICATION, 2019 LMIG Project List

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO SUBMIT A FY18 LOCAL MAINTENANCE AND IMPROVEMENT GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Georgia Department of Transportation made available funding under the Fiscal Year 2019 Local Maintenance and Improvement Grant Program; and

WHEREAS, such funding may be used to fund transportation improvement projects such as adding turn lanes, milling and resurfacing, or repairing bridges; and

WHEREAS, the Georgia Department of Transportation has allocated the City of Alpharetta $601,976.56 for Fiscal Year 2019 through the program's funding allocation formula; and

WHEREAS, the City of Alpharetta must include an additional 30% match for the project; and

WHEREAS, the City of Alpharetta desires to use this funding to complete milling and resurfacing along twenty six roads in the City; and

WHEREAS, evidence authorizing the acceptance of said application must be provided.

NOW, THEREFORE BE IT SO RESOLVED, this 1st day of October, 2018, by the Mayor and Council of the City of Alpharetta that the submission of the Fiscal Year 2019 Local Maintenance and Improvement Grant application is hereby approved; and the Mayor is hereby authorized to execute the necessary award package with directives under the Local Maintenance and Improvement Grant Program.

Adopted this ___________ day of ______________________ 2018.

CITY OF Alpharetta, GEORGIA

By:____________________________________
Mayor

____
Council Member

____
Council Member

____
Council Member

____
Council Member

____
Council Member

____
Council Member

Attest: ____________________________________
City Clerk

THE CITY OF ALPHARETTA GEORGIA

2 Park Plaza
Alpharetta, GA 30009
Phone: 678.297.6000
www.alpharetta.ga.us

October 1, 2018

Mr. Lewis Brooker
District State Aid Coordinator
Georgia Department of Transportation, District 7
5025 New Peachtree Road
Chamblee, Georgia 30341

Re: FY 2019 Local Maintenance and Improvement Grant Application

Mr. Brooker:

The City of Alpharetta appreciates the opportunity to apply for funding through the FY 2019 Local Maintenance and Improvement Grant Program.

Please find enclosed the City of Alpharetta's LMIG application and project list. For this particular offering, the City is planning to use the awarded amount to supplement the funding we have allocated in the City's FY 2019 Capital Budget for milling and resurfacing of the City's roadway. A list of the specific roadways towards which these funds will be applied is included.

All projects associated with previous LMIG funding allocated to the City of Alpharetta have been completed and Statements of Final Project Expenditures have been previously submitted to your office.

Should you have any questions regarding this application, please contact Ms. Jill Bazinet in our Public Works Department at 678-297-6203 or via email at jbazinet@alpharetta.ga.us.

Sincerely,

Jim Gilvin
Mayor
City of Alpharetta

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2019

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

LOCAL GOVERNMENT INFORMATION

Date of Application: October 1, 2018

Name of local government: City of Alpharetta
Address: 2 Park Plaza, Alpharetta, Georgia, 30009
Contact Person and Title: Jill Bazinet, Senior Engineer
Contact Person's Phone Number: 678-297-6203
Contact Person's Fax Number: 678-297-6201
Contact Person's Email: jbazinet@alpharetta.ga.us

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Jim Gilvin (Name), the Mayor (Title), on behalf of the City of Alpharetta (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2019

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

95319
E-Verify Number

_____________________________(Signature)

Sworn to and subscribed before me,

Jim Gilvin (Print)
Mayor / ~~Commission Chairperson~~

This _____ day of__ _______, 20___.

_____________________________ (Date)

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

____
My Commission Expires:

NOTARY SEAL:

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is ___________________. Such allocation must be spent on any or all of those projects listed in the Project List.

This __________ day of ___________, 20___.

____
GDOT Office of Local Grants

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:

    a. Overview of type of project(s) being requested

    b. Status of previous LMIG funding

    c. Signature of Mayor or County Commission Chairperson

2. The LMIG Application Form shall include the following:

    a. Signature of Mayor or County Commission Chairperson

    b. County/City Seal

    c. Notary signature and seal

3. Project List including a brief description of work to be done at each location.

FY 2018 Local Maintenance and Improvement Grant
City of Alpharetta

LMIG Roads

Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
Brierfield Lake	Briers Chute to Cul-De-Sac	0.13	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$28,435	Work expected to begin December 2018. Expected completion of June 2019.
Davis Island	Briers Chute to Cul-De-Sac	0.07	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$19,143	Work expected to begin December 2018. Expected completion of June 2019.
Briers Chute	Briers Creek Drive to Cul-De-Sac	0.40	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$77,120	Work expected to begin December 2018. Expected completion of June 2019.
Briers Creek Drive	Briers Bend to Cul-De-Sac	0.30	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$62,155	Work expected to begin December 2018. Expected completion of June 2019.
Briers Bend	Brierfield to Cul-De-Sac	0.98	Mill existing asphalt; 2.00 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$168,665	Work expected to begin December 2018. Expected completion of June 2019.
Oakvale Rise	Briers Bend to Cul-De-Sac	0.05	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$15,563	Work expected to begin December 2018. Expected completion of June 2019.
Briers Ridge	Briers Bend to Cul-De-Sac	0.03	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$13,348	Work expected to begin December 2018. Expected completion of June 2019.

FY 2018 Local Maintenance and Improvement Grant
City of Alpharetta

LMIG Roads

Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
Brierfield Road	Midbroadwell to Cul-De-Sac	0.27	Mill existing asphalt; 2.00 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$49,698	Work expected to begin December 2018. Expected completion of June 2019.
Davis Bend	Brierfield to Cul-De-Sac	0.07	Mill existing asphalt; 2.00 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$17,413	Work expected to begin December 2018. Expected completion of June 2019.
Locust Grove Court	Brierfield to Cul-De-Sac	0.11	Mill existing asphalt; 2.00 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$24,590	Work expected to begin December 2018. Expected completion of June 2019.
Broadwell Oaks Drive	Mid Broadwell Road to Broadwell Oaks	0.62	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$108,435	Work expected to begin December 2018. Expected completion of June 2019.
Broadwell Oaks Court	Broadwell Oaks Drive to Cul-De-Sac	0.08	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$21,015	Work expected to begin December 2018. Expected completion of June 2019.
Bryn Athyn Court	Tuxford Drive to Cul-De-Sac	0.06	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$13,093	Work expected to begin December 2018. Expected completion of June 2019.
Newport Bay Passage	Clubhouse Drive to Douglas Road	0.58	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$116,370	Work expected to begin December 2018. Expected completion of June 2019.

FY 2018 Local Maintenance and Improvement Grant
City of Alpharetta

LMIG Roads

Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
Pearson Court	Lillian Drive to End	0.08	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$21,383	Work expected to begin December 2018. Expected completion of June 2019.
Lillian Drive	Charlotte Drive to End	0.21	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$34,355	Work expected to begin December 2018. Expected completion of June 2019.
McCoy Way	Cul-De-Sac to Cul-De-Sac	0.13	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$37,318	Work expected to begin December 2018. Expected completion of June 2019.
Kearny Court	Kearny Street to Cul-De-Sac	0.03	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$9,400	Work expected to begin December 2018. Expected completion of June 2019.
Kearny Street	End to End	0.25	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$47,090	Work expected to begin December 2018. Expected completion of June 2019.
Stanyan Street	Thornberry to Cul-De-Sac	0.27	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$49,448	Work expected to begin December 2018. Expected completion of June 2019.
Stanyan Place	Stanyan Street to Cul-De-Sac	0.14	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$26,445	Work expected to begin December 2018. Expected completion of June 2019.

FY 2018 Local Maintenance and Improvement Grant
City of Alpharetta

LMIG Roads

Name of Roads	Extents	Length (Lane Miles)	Description of Work	Est. Cost	Project Schedule
Marin Court	Stanyan Street to Cul-De-Sac	0.13	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$24,970	Work expected to begin December 2018. Expected completion of June 2019.
Serenity Court	Marin Court to Cul-De-Sac	0.11	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$22,120	Work expected to begin December 2018. Expected completion of June 2019.
Bishops Gate Court	Thornberry to Cul-De-Sac	0.09	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$17,795	Work expected to begin December 2018. Expected completion of June 2019.
Lantern Ridge Drive	Providence Road to Lantern Ridge Court	0.12	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$19,525	Work expected to begin December 2018. Expected completion of June 2019.
Hedge Lawn Trail	Crabbapple Chase Drive to Cul-De-Sac	0.09	Mill existing asphalt; 1.50 inches; full width. Inlay asphalt 1.50 inches of 9.5mm superpave.	$17,795	Work expected to begin December 2018. Expected completion of June 2019.
			Est. Total:	$1,062,683	

FY 17 LMIG Award	$	601,976.56	
30% City Match	$	180,592.97	
Total	$	782,569.53	Costs over this amount will be funded by the City of Alpharetta.

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet, Adam Orberson
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: FY 2019 MILLING AND RESURFACING, ITB 19-003

II. RECOMMENDATION:

Please award Bid No. 19-003 to Allied Paving contractors, Inc. in the amount of $3,301,963.20 for the FY 2019 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: $3,301,963.20

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing / 30141100-541410-C1219	$2,699,986.64

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing LMIG / 304041100-541410-C1219	$601,976.56

IV. REPORT IN BRIEF:

The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic volumes.

The most recent re-evaluation was completed in Fall of 2016. Based on these revised ratings, 57 roads were included in the annual offering. These roads include:

1. Old Alabama Conn. - Mansell Road to City Limits
2. Marietta Street - South Main Street to Old Roswell
3. Morrison Pkwy - Haynes Bridge Road to Hembree Road
4. Westside Pkwy - Webb Bridge to Windward Pkwy
5. Brierfield Lake - Briers Chute to Cul-De-Sac
6. Davis Island - Briers Chute to Cul-De-Sac
7. Briers Chute - Briers Creek Drive to Cul-De-Sac
8. Briers Creek Drive - Briers Bend to Cul-De-Sac
9. Briers Bend - Brierfield to Cul-De-Sac
10. Oakvale Rise - Briers Bend to Cul-De-Sac
11. Briers Ridge - Briers Bend to Cul-De-Sac
12. Brierfield Road - Mid Broadwell to Cul-De-Sac
13. Davis Bend - Brierfield to Cul-De-Sac
14. Locust Grove Court - Brierfield to Cul-De-Sac
15. Broadwell Oaks Drive - Mid Broadwell Road to Broadwell Oaks
16. Broadwell Oaks Court - Broadwell Oaks Drive to Cul-De-Sac
17. Bryn Athyn Court - Tuxford Drive to Cul-De-Sac
18. Church Street - Canton Street to Main Street
19. Newport Bay Passage - Clubhouse Drive to Douglas Road

20. Pearson Court - Lillian Drive to End
21. Lillian Drive - Charlotte Drive to End
22. McCoy Way - Cul-De-Sac to Cul-De-Sac
23. Kearny Court - Kearny Street to Cul-De-Sac
24. Kearny Street - Cul-De-Sac to Cul-De-Sac
25. Stanyan Street - Thornberry to Cul-De-Sac
26. Stanyan Place - Stanyan Street to Cul-De-Sac
27. Marin Court - Stanyan Street to Cul-De-Sac
28. Serenity Court - Marin Court to Cul-De-Sac
29. Bishops Gate Court - Thornberry to Cul-De-Sac
30. Lantern Ridge Drive - Providence Road to Lantern Ridge Court
31. Hedge Lawn Trail - Crabbapple Chase Drive to Cul-De-Sac
32. Birch Hollow Drive - Harris Road to Cul-De-Sac
33. Birch Hollow Place - Birch Hollow Drive to Cul-De-Sac
34. Culworth Manor - Hebden Bridge Lane to End
35. Hollymount Road - Hebden Bridge Lane to Cul-De-Sac
36. Ebley Place - Hebden Bridge Lane to Cul-De-Sac
37. Grey Abbey Drive - end to end
38. Harrogate Way - Barnsely Lane to Cul-De-Sac
39. Shady Grove Lane - Canton Street to Pebble Trail
40. Pebble Trail - Canton street to Cul-De-Sac
41. Pruitt Drive - Charlotte Drive to Marka Lane
42. Marka Lane - Charlotte Drive to end
43. Crocker Way - Pruitt Drive to end
44. Lambdin Lane - Tuxford Drive to Cul-De-Sac
45. Winans Walk - Carrara Cove to Cul-De-Sac
46. Morning Mist Court - Grenadier Lane to Cul-De-Sac
47. Rheims Way - Welwyn Walk to Cul-De-Sac
48. Maple Lane - Mayfield Circle to Cul-De-Sac
49. Henderson Court - Henderson Parkway to Cul-De-Sac
50. Village Court - Henderson Court to Cul-De-Sac
51. South Somerset Lane - Henderson Parkway to Cul-De-Sac
52. Bascomb Farm Drive - Mayfield Road to Cul-De-Sac
53. Samuel Close Court - Bascomb Farm Drive to Cul-De-Sac
54. Greens Creek Lane - Bascomb Farm Drive to Cul-De-Sac
55. Dodds Grove Lane - Bascomb Farm Drive to Greens Creek Lane
56. Meridian Crossing - Windward Parkway to Cul-De-Sac
57. Meridian Court - Meridian Crossing to Cul-De-Sac

Work along Old Alabama Connector, Marietta Street, Morrison Parkway and Westside Parkway will be accomplished at night.

Also included in the scope of work is an alternative pavement repair method, Soil Cement. Soil Cement is used when the condition of the subgrade is insufficient and traditional milling and resurfacing is not a viable option. Soil Cement will be used on Birch Hollow Drive and Birch Hollow Place.

The Department of Public Works prepared a request for bids (ITB 19-003) for the locations listed above. The City advertised for competitive bids on August 9, 2018. Bids for the project were received on September 13, 2018, and the City received a total of three bids from the following:

Allied Paving Contractors, Inc.	$3,301,963.20
C.W. Matthews Contracting Company, Inc.	$3,709,363.59
Stewart Brothers, Inc.	$4,209,999.55

The apparent low bidder, Allied Paving Contractors, Inc., (Allied) has completed multiple roadway and paving projects within the Metro Atlanta area including the projects with the City of Sandy Springs, the City of Dunwoody and Gwinnett County. The City awarded the FY 2018 Milling and Resurfacing project to Allied Paving Contractors, Inc. and was pleased with their professionalism and workmanship.

On September 14, 2018, Staff met with representatives of Allied Paving Contractors, Inc. to review the scope of work and the City's expectations. Allied assured Staff that they could complete the project for the bid amount and within the allocated time frame. Thus, Staff determined Allied Paving Contractors, Inc. to be the lowest responsive and responsible bidder.

As this is a unit price contract, progress payments to the contractor will be based on the quantity of work completed for each item per the values submitted by the contractor in its bid to the City. The City's representative will verify the quantity is correct prior to approving the payment.

All work included within this project's scope shall be finished by Wednesday, July 31, 2019.

V. ALTERNATIVES:

VI. ATTACHMENTS:

M&RFY19REV08092018, M&RFY19Night

Milling and Resurfacing

Fiscal Year 2019 (Day Paving)

Legend

	FY19 Milling	
1	Brierfield Lake	Briers Chute to Cul-De-Sac
2	Davis Island	Briers Chute to Cul-De-Sac
3	Briers Chute	Briers Creek Drive to Cul-De-Sac
4	Briers Creek Drive	Briers Bend to Cul-De-Sac
5	Briers Bend	Brierfield to Cul-De-Sac
6	Oakvale Rise	Briers Bend to Cul-De-Sac
7	Briers Ridge	Briers Bend to Cul-De-Sac
8	Brierfield Road	Midbroadwell to Cul-De-Sac
9	Davis Bend	Brierfield to Cul-De-Sac
10	Locust Grove Court	Brierfield to Cul-De-Sac
11	Broadwell Oaks Drive	Mid Broadwell Road to Broadwell Oaks
12	Broadwell Oaks Court	Broadwell Oaks Drive to Cul-De-Sac
13	Bryn Athyn Court	Tuxford Drive to Cul-De-Sac
14	Church Street	Canton Street to Main Street
15	Newport Bay Passage	Clubhouse Drive to Douglas Road
16	Arts Center Parking Lot	Mayfield Road
17	Pearson Court	Lillian Drive to End
18	Lillian Drive	Charlotte Drive to End
19	McCoy Way	Cul-De-Sac to Cul-De-Sac
20	Kearny Court	Kearny Street to Cul-De-Sac
21	Kearny Street	End to End
22	Stanyan Street	Thornberry to Cul-De-Sac
23	Stanyan Place	Stanyan Street to Cul-De-Sac
24	Marin Court	Stanyan Street to Cul-De-Sac
25	Serenity Court	Marin Court to Cul-De-Sac
26	Bishops Gate Court	Thornberry to Cul-De-Sac
27	Lantern Ridge Drive	Providence Road to Lantern Ridge Court
28	Hedge Lawn Trail	Crabbapple Chase Drive to Cul-De-Sac

	FY19 Soil Cement	
29	Birch Hollow Drive	Harris Road to Cul-De-Sac
30	Birch Hollow Place	Birch Hollow Drive to Cul-De-Sac

	FY19 Milling - Addition	
31	Culworth Manor	Hebden Bridge Lane to End
32	Hollymount Road	Hebdon Bridge Lane to Cul-De-Sac
33	Ebley Place	Hebdon Bridge Lane to Cul-De-Sac
34	Grey Abbey Drive	End to End
35	Harrogate Way	Barnsley Lane to Cul-De-Sac
36	Shady Grove Lane	Canton Street to Pebble Trail
37	Pebble Trail	Canton Street to Cul-De-Sac
38	Pruitt Drive	Charlotte Drive to Marka Lane
39	Marka Lane	Charlotte Drive to End
40	Crocker Way	Pruitt Drive to End
41	Lambdin Lane	Tuxford Drive to Cul-De-Sac
42	Winans Walk	Carrara Cove to Cul-De-Sac
43	Morning Mist Court	Grenadier Lane to Cul-De-Sac
44	Rheims Way	Welwyn Walk to Cul-De-Sac
45	Maple Lane	Mayfield Circle to Cul-De-Sac
46	Henderson Court	Henderson Pkwy to Cul-De-Sac
47	Village Court	Henderson Court to Cul-De-Sac
48	South Somerset Lane	Henderson Pkwy to Cul-De-Sac
49	Bascomb Farm Drive	Mayfield Road to Cul-De-Sac
50	Samuel Close Court	Bascomb Farm Drive to Cul-De-Sac
51	Greens Creek Lane	Bascomb Farm Drive to Cul-De-Sac
52	Dodds Grove Lane	Bascomb Farm Drive to Greens Creek Lane
53	Meridian Crossing	Windward Parkway to Cul-De-Sac
54	Meridian Court	Meridian Crossing to Cul-De-Sac


Milling and Resurfacing
Fiscal Year 2019 (Night Paving)
NORTH
Date of Last Map Revision
July 17, 2018
Legend
FY19 Milling
1 Old Alabama Conn. Mansell Road to City Limits
2 Marietta Street South Main Street to Old Roswell Street
3 Morrision Pkwy Haynes Bridge Road to Hembree Road
4 Westside Pkwy Webb Bridge to Windward Pkwy

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet, Adam Orberson
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: ROADWAY AND SIDEWALK RATING/PAVEMENT ANALYSIS, RFP 19-104

II. RECOMMENDATION:

Please approve Dynatest North America's proposal in the amount of $368,644.50 ($241,644.50 for paving and $127,000.00 for sidewalk) for the professional services necessary to complete a roadway rating and pavement analysis and a sidewalk inventory and analysis project and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES
FISCAL IMPACT: YES
INCLUDED IN CURRENT FY CPTL BUDGET: YES
INCLUDED IN CURRENT FY OPRT. BUDGET: NO
TOTAL PROJECT COST: $368,644.50
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing / 30141100-541410-C1219	$241,644.50
Sidewalk Maintenance / Repairs / 30141100-541420-C1801	$127,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00
N/A	$0.00

IV. REPORT IN BRIEF:

The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City is tasked with deciding which roads are in the greatest need of repair. This is accomplished by reviewing data collected in the field which is turned into a PCI (Pavement Condition Index) score. Many different factors contribute to the PCI of a street including raveling, shoving, roughness, rutting, potholes and several different types of cracking.

In previous years, this information was collected by City staff by performing a visual inspection of our roadway inventory. In an effort to provide more consistency between ratings, collect more accurate data, and be more proactive in our approach for prioritizing which roadways to include in each year’s milling and resurfacing bid, the city needs a more accurate and detailed report of pavement condition.

The Department of Public Works, with guidance from the Finance Department, prepared a Request for Qualifications (RFQ) and advertised it on July 12, 2018. On August 9, 2018, the City received Statements of Qualification from a total of five firms. Staff from the Department of Public Works and Department of Information Technology reviewed and scored the qualifications and shortlisted four firms: Data Transfer Solutions, LLC, Dynatest North America, IMS Infrastructure Management Services, LLC, and Timmons Group.

The shortlisted firms were invited to participate in a Request for Proposals (RFP). On September 6, 2018 the City received proposals from all four shortlisted firms. On September 13, 2018 and September 18, 2018, the four firms were invited to complete a presentation / interview with the review panel. Staff from the Department of Public Works and the Department of Information Technology reviewed the proposals and interviews and scored them on the basis of plan and approach (60%), interview (30%), and cost (10%). The resulting scores were as follows:

Dynatest North America	89.8
Data Transfer Solutions, LLC	87.6
Timmons Group	82.2
IMS Infrastructure Management Services, LLC	76.2

The high scoring firm, Dynatest North America, has completed similar projects within the Metro Atlanta area for city of Roswell, City of Milton, City of Dunwoody, and for GDOT. Dynatest has demonstrated that they have the advanced equipment and knowledge to provide the city with high quality, repeatable information that can be updated as needed.

Dynatest will update the City's GIS mapping system to include the necessary assets and attributes to complete a full paving analysis program. They will drive all of the city owned and maintained roads with their specially outfitted van that collects photos, crack severity, and roadway roughness.They will use an industry standard software, PAVER, to evaluate the roadways and provide the scoring index. They will then integrate PAVER into our current asset management software, Cityworks. This will allow seemless connection to current reporting functions. The cost to complete the initial program set up including one full field inspection, plus two future inspections in the next five years, plus public outreach is $241,644.50.

During the course of interviews the City became aware that the field data collected during roadway inspection could be leveraged to gather information on other right-of-way assets including sidewalks, signs, and pavement markings. The City is currently working on a program to update the sidewalk inventory and condition so that sidewalk repairs can be prioritized. The City approached Dynatest North America to provide a price to include sidewalks in this asset information gathering and rating program. This scope would include sidewalk inventory gathering, GIS updates, Cityworks interface, and condition scoring. The cost to complete the this scope including one full field inspection, plus two future inspections in the next five years, is an additional $127,000.

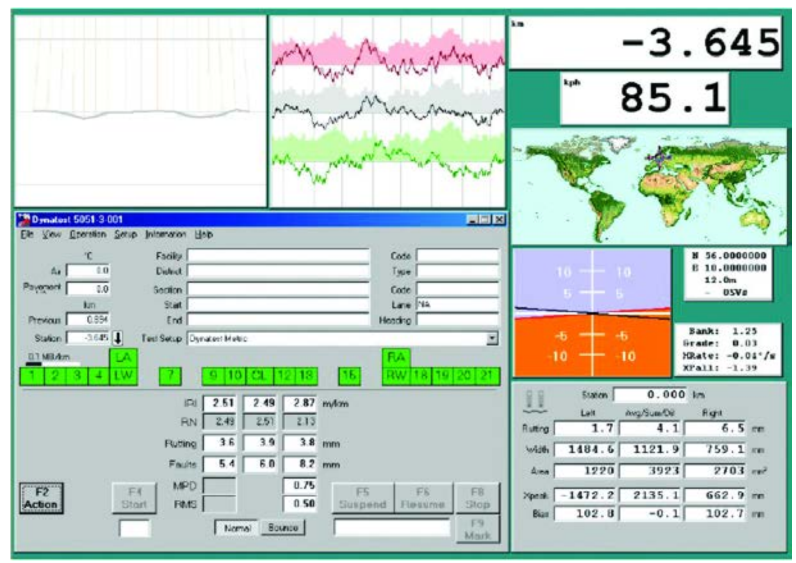
V. ALTERNATIVES:

VI. ATTACHMENTS:

Dynatest sample, RFP 19-104 Record of Receipt, RFP 19-104 Record of Evaluation, Dynatest Cost Proposal, Letter for Estimate to Perform Sidewalk Management System


Dynatest
AB 97 075


Dynatest®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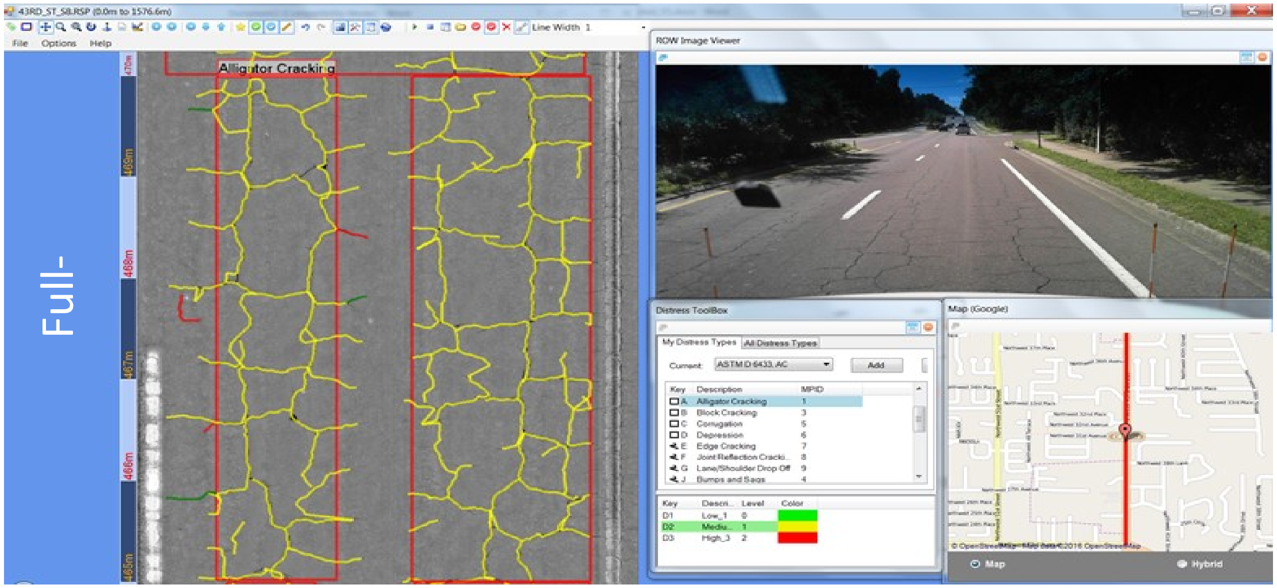
85.1
Dynatest 5051 3 001
F2 Action


Full-
Alligator Cracking
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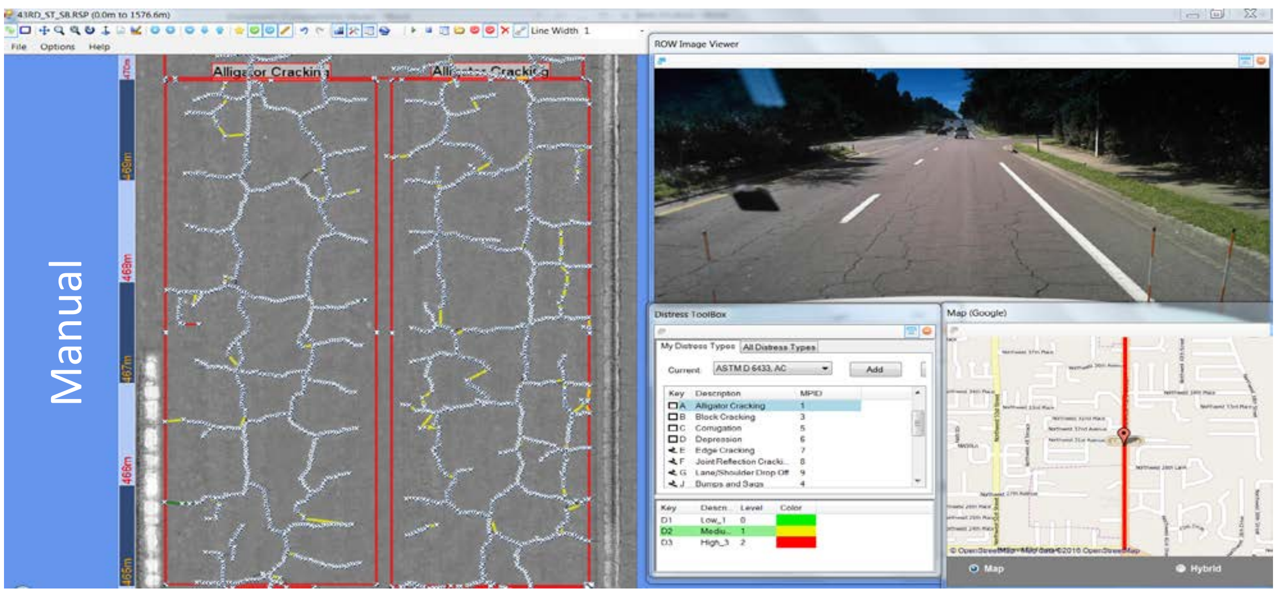
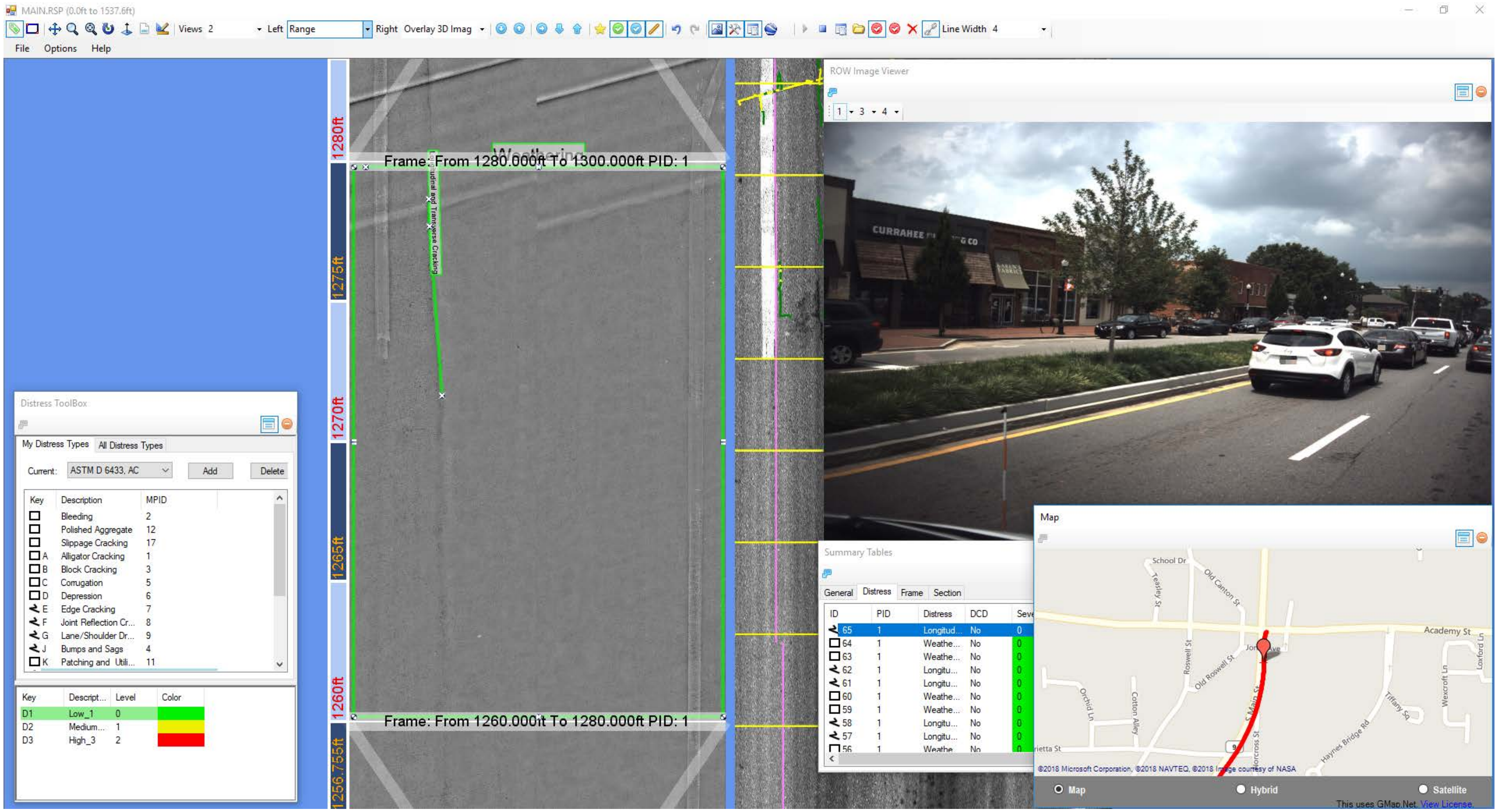
Distress ToolBox
Map (Google)


Manual
Alligator Cracking
ROW Image Viewer
Distress ToolBox
Map (Google)

Non-pavement/No data
Failed (0.00-10.00)
Serious (11.00-25.00)
Very Poor (26.00-40.00)
Poor (41.00-55.00)
Fair (56.00-70.00)
Satisfactory (71.00-85.00)
Good (86.00-100.00)
PCI


MAIN.RSP (0.0ft to 1537.6ft)
Views 2
Left Range
Right Overlay 3D Imag
Line Width 4
File
Options
Help
1280ft
1275ft
1270ft
1265ft
1260ft
1256.755ft
Frame: From 1280.000ft To 1300.000ft PID: 1
Frame: From 1260.000ft To 1280.000ft PID: 1
Distress ToolBox
My Distress Types
All Distress Types
Current: ASTM D 6433, AC
Add
Delete
Key Description MPID
Bleeding 2
Polished Aggregate 12
Slippage Cracking 17
A Alligator Cracking 1
B Block Cracking 3
C Corrugation 5
D Depression 6
E Edge Cracking 7
F Joint Reflection Cr... 8
G Lane/Shoulder Dr... 9
J Bumps and Sags 4
K Patching and Utili... 11
Key Descript... Level Color
D1 Low_1 0
D2 Medium... 1
D3 High_3 2
ROW Image Viewer
Summary Tables
General Distress Frame Section
ID PID Distress DCD
65 1 Longitud... No 0
64 1 Weathe... No 0
63 1 Weathe... No 0
62 1 Longitu... No 0
61 1 Longitu... No 0
60 1 Weathe... No 0
59 1 Weathe... No 0
58 1 Longitu... No 0
57 1 Longitu... No 0
Map
School Dr
Academy St
Old Roswell St
©2018 Microsoft Corporation, ©2018 NAVTEQ, ©2018 Image courtesy of NASA
Map
Hybrid
Satellite
This uses GMap.Net. View License

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 #: 19-104

Due Date: September 6, 2018
Due Time: 10:00 AM

RFP NAME: Roadway Rating and Pavement Analysis

	SHORTLISTED OFFEROR NAME - SHORTLISTED FROM RFQ #19-1001	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Data Transfer Solutions, LLC (DTS)	9/5/2018	11:57 AM	
2	Dynatest North America	9/6/2018	8:57 AM	
3	IMS Infrastructure Management Services, LLC	9/5/2018	11:57 AM	
4	Timmons Group	9/5/2018	12:24 PM	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Procurement Website: https://www.ebidexchange.com/alpharetta

RFP Evaluation / Scoring Sheet (Detail)

Roadway Rating & Pavement Analysis

RFP #19-104

OFFERORS	Data Transfer Solutions, LLC (DTS)	Dynatest North America	IMS Infrastructure Management Services, LLC	Timmons Group
Scoring Instructions: 1. Score each criteria for each proposal using a scale of 1 - 5; 5 = highest score available for any criteria. 2. Scores should be noted for each criteria as this will be the basis for evaluation. 3. Weights will be applied to combined scores. 4. Cost will be evaluated separately.				
CRITERIA				
Project Plan and Approach The quality of the contractor's plan, understanding of the requested inventory and program, quality control measures, and the consultant's approach for roadway analysis shall be evaluated for effectiveness and thoroughness. The consultant's proposed	2.67	2.76	2.37	2.51
Proposal Presentation / Interview Interviews will be held September 13, 2018. A 45 minute interview will be scheduled with each short listed contractor. No more than 4	1.28	1.33	0.94	1.28
Project Cost: Cost evaluation shall be based on Section 4, Cost Proposal either Line Item #1 or Line Item #2, whichever is most advantageous to the City. **10%**	0.28	0.35	0.50	0.25
Total Proposal, Interview, & Cost Score	**4.23**	**4.44**	**3.81**	**4.03**

Provide proposed cost (in separate sealed envelope). Costs shall be broken down as follows:

The City intends to select either Line Item 1 or Line Item 2 below, whichever is most advantageous to the City.

1. The turn-key cost, including, but not limited to all labor, software costs, testing, training, materials, etc. used in creating the GIS inventory and Cityworks interface used as the base for the roadway rating program and for one inspection, analysis, rating, and ranking of the entire system. (Refer to Section 2.3 in its entirety.)

   $92,417.90

2. The turn-key cost, including, but not limited to all labor, software costs, testing, training, materials, etc. used in creating the GIS inventory and standalone software program used as the base for the roadway rating program and for one inspection, analysis, rating, and ranking of the entire system. (Refer to Section 2.3 in its entirety.)

   $92,417.90

The following Options (3, 4, and 5) will be selected as funding allows:

3. The cost for a future year update of the road rating program with new roadway assets, inspection, analysis, rating, and ranking of the entire system.

   $70,613.30

4. The cost per mile for inspections of additional road miles added for future inspections.

   $200.00

5. The cost for the public outreach component, including, but not limited to materials, outlines, and website suggestions..

   $8,000.00

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 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 Proposal Response 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 Dynatest North America, Inc.

ADDRESS 11415 Old Roswell Rd, Suite 100, Alpharetta, GA 30009

AUTHORIZED SIGNATURE(S) ____________________

PRINT / TYPE NAME(S) AND TITLE(S) Nicholas C. Reck, Director of Consulting and Senior Engineer

CONTACT INFO: PHONE NUMBER 678-781-1799

CONTACT INFO: E-MAIL ADDRESS nreck@dynatest.com

Dynatest®

September 20, 2018

Debora Westbrook
Procurement agent, City of Alpharetta
2 Park Plaza, Alpharetta, GA 30009

Reference: RFP 19-104 for Roadway Rating and Pavement Analysis – Additional Request: Sidewalk Rating/Analysis

Ms. Westbrook:

Dynatest North America, Inc. is pleased to submit this estimate to provide the additional services of sidewalk rating and analysis for the roadway rating and pavement analysis project to the City of Alpharetta.

Our cost proposal is broken down as follows:

1. The turn-key cost, including, but not limited to all labor, software costs, testing, training, materials, etc. used in creating the GIS inventory and Cityworks interface used as the base for the sidewalk rating program and for one inspection, analysis, rating, and ranking of the entire system.
    a. $49,000
2. The cost for a future year update of the sidewalk rating program with new sidewalk assets, inspection, analysis, rating, and ranking of the entire system.
    a. $39,000
3. The cost per mile for inspections of additional sidewalk miles added for future inspections.
    a. $190

We look forward to coordinating the rating scale and project approach as your consultants for the additional sidewalk rating and analysis. Please contact me directly at 678.781.1799 (x220) or email me at nreck@dynatest.com for assistance with any questions you may have.

Thank you for the opportunity and for your consideration with this additional request.

Respectfully submitted,
Dynatest North America, Inc.

Nicholas Reck, MSc.Eng, Pr. Eng
Senior Engineer | Director of Consulting
Telephone: 678.781.1799 (x220)
nreck@dynatest.com

City Council Meeting
STAFF REPORT

Submitting Department: Public Works
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: BUICE ROAD TRAFFIC CALMING

II. RECOMMENDATION:

Please approve the Intergovernmental Agreement (IGA) with Johns Creek to fund 50% of the Buice Road Traffic Calming Improvements, cost will not exceed $250,000, and authorize the Mayor to execute all necessary documents.

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: NOT-TO-EXCEED $250,000. FUNDING PROVIDED THROUGH NON-ALLOCATED RESERVE WITHIN THE CAPITAL PROJECT FUND.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Non-Allocated Capital (30190200-579000)	$250,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00

IV. REPORT IN BRIEF:

Buice Road, between Kimball Bridge Road and Jones Bridge Road is under the jurisdictional authority of Johns Creek. On the east and west side of Buice Road are Alpharetta residents and on the west side of Buice Road is Ocee Park. Along Buice Road are several speed control devices. These speed tables were installed by Fulton County and now are the responsibility of Johns Creek. Due to the speed tables not meeting standards, Johns Creek is looking to have them all removed. Johns Creek's traffic calming policy does not permit the installation of speed cushions along non-internal subdivision streets.

The proposed plan is for chicanes and mini-roundabouts be installed along Buice Road. A chicane is a series of alternating mid-block curb extensions that narrow the roadway and require vehicles to follow a curving, S-shaped path with the intent of discouraging speeding.

The roundabouts proposed are much smaller than existing roundabouts in the area. The smallest roundabout in Alpharetta is located at Bates and Mayfield Road and is 82' in diameter. The proposed min roundabouts along Buice are planned to be 72' in diameter. Landscaping will not be installed in the middle of the roundabouts since Public Safety Vehicles and larger vehicles (i.e. moving trucks) will travers the roundabout via driving thru the roundabout and not around the roundabout.

Representatives from Johns Creek present the attached plan to citizens along the corridor and individuals present at the meeting were overwhelming in support of the proposed improvements. The end goal of the project is to slow the speed of the vehicles along Buice Road and the chicanes and mini-roundabouts will accomplish this goal.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Buice Rd Concept Exhibit, Buice Road IGA


WOLVERTON
Engineering Solutions You Can Trust
6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097
Phone: 770•447•8999
www.wolvertoninc.com
CITY OF JOHNS CREEK
BUICE ROAD IMPROVEMENTS
TRAFFIC CALMING
N
LANDSCAPED MEDIAN W/ TYPE 2 HEADER CURB
LANDSCAPED MEDIAN W/ TYPE 2 HEADER CURB
MINI ROUNDABOUT W/ 65' INSCRIBED DIAMETER W/ TYPE 9 HEADER CURB
EXIST SPEED TABLE TO BE REMOVED
SPLITTER ISLAND W/ TYPE 7 HEADER CURB
PINEWALK DRIVE
PINEHOLLOW COURT
MINI ROUNDABOUT W/ 72' INSCRIBED DIAMETER W/ TYPE 9 HEADER CURB
SPLITTER ISLAND W/ TYPE 7 HEADER CURB
EXIST SPEED TABLE TO BE REMOVED
SPLITTER ISLAND W/ TYPE 7 HEADER CURB
PINEWALK DRIVE
LANDSCAPED MEDIAN W/ TYPE 2 HEADER CURB
SHIFT TRAFFIC 11' WITH 45'R CURVE
JONES BRIDGE ROAD
BUICE ROAD
NOOR VIEW COURT
PINEWALK DRIVE
EXIST SPEED TABLE TO BE REMOVED
SHIFT TRAFFIC 12' WITH 55'R CURVE
PINESET DRIVE
EXIST SPEED TABLE TO BE REMOVED
BRADBURRY LANE
SHIFT TRAFFIC 11' WITH 45'R CURVE
BUICE ROAD
KIMBALL BRIDGE ROAD
OCEE PARK
SCALE IN FEET
0 100 200 400
LEGEND
24" GDOT TYPE II CURB AND GUTTER
HEADER CURB, TP 2
HEADER CURB, TP 7
HEADER CURB, TP 7 9
EXISTING PAVEMENT
EXISTING SIDEWALK
LANDSCAPED MEDIAN/CHICANE
CONCRETE MEDIAN, 4 IN (JC PROPOSED)
TYPICAL SECTIONS
SHOULDER DETAIL
8'-0" SHOULDER
5'-0" VARIES
2'-0"
4:1 NORM
3:1 MAX
4:1 NORM
2% MAX
6"
SPLITTER ISLAND NOSE DETAIL
HEADER CURB TYPE 7
VARIES 4' TO 7'
6"
EXISTING PAVEMENT TO REMAIN
4" CONRETE MEDIAN STAMPED AND COLORED GDOT STD. 9032-B
NOTE: THE CONCRETE MEDIAN AT THE BACK OF CURB SHALL BE CONSTRUCTED AT AN ELEVATION WHICH IS ⅞" LOWER THAN THE TOP OF CURB ELEVATION
ROUNDABOUT DESIGN
A 4"X8" HEADER CURB, TP 9, GDOT STD. 9032-B
B PLAIN PC CONCRETE PVMT, STAMPED & COLORED, COLOR SHALL BE TILE RED, FEDERAL STANDARDS 595B, COLOR-31310 - 8"
C 8"X24" CURB AND GUTTER, TP 7, GDOT STD. 9032-B
D 10" G.A.B.
E 8"X24" CURB AND GUTTER, TP 2, GDOT STD. 9032-B
F 4" CONC. SIDEWALK
LANDSCAPING DETAIL
HEADER CURB TYPE 2
VARIES 0' TO 4'
6"
EXISTING PAVEMENT TO REMAIN
COMPACTED FILL MATERIAL TOPPED WITH GRASS
EDGE OF ROUNDABOUT
16'
VARIES 4' TO 9' TRUCK APRON
2'
7.5' GRASS ISLAND
CENTER OF ROUNDABOUT
SEE SPECIAL GRADING PLAN FOR DETAILS OF PAVEMENT WARPING IN THE ROUNDABOUT
2% TYPICAL
VARIES 2% MAX
VARIES 10% MAX
VARIABLE MILL & OVERLAY
EXISTING PAVEMENT TO REMAIN
REMOVE EXISTING PAVEMENT
TYPICAL SECTION AT ROUNDABOUT

INTERGOVERNMENTAL AGREEMENT REGARDING THE DESIGN, ENGINEERING, RIGHT OF WAY ACQUISTION, AND CONSTRUCTION FOR TRAFFIC CALMING ALONG BUICE ROAD FROM KIMBALL BRIDGE ROAD TO JONES BRIDGE ROAD

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the _____ day of ___________, 2018, by and between the CITY OF JOHNS CREEK, GEORGIA, a municipal corporation in the State of Georgia ("JOHNS CREEK") and the CITY OF ALPHARETTA, GEORGIA, a municipal corporation in the State of Georgia ("ALPHARETTA")

W I T N E S S E T H:

WHEREAS, JOHNS CREEK is a duly chartered municipal corporation authorized by law to enter into intergovernmental agreements; and

WHEREAS, ALPHARETTA is a duly chartered municipal corporation authorized by law to enter into intergovernmental agreements; and

WHEREAS, JOHNS CREEK and ALPHARETTA each have interest in remedying existing speed tables along Buice Road from Kimball Bridge Road to Jones Bridge Road and replacing with alternate traffic calming measures, and;

WHEREAS, the installation of traffic calming measures along Buice Road from Kimball Bridge Road to Jones Bridge Road (the "Project") will provide benefit and value to residents and visitors of all parties to this Agreement, and;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, prohibits cities and counties from exercising governmental authority within each other's boundaries except as otherwise provided by law or by intergovernmental agreement, and;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983 regarding intergovernmental contracts, and;

WHEREAS, the parties desire to enter into this Agreement concerning the design, engineering, and construction pertaining to the Project.

NOW, **THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JOHNS CREEK and ALPHARETTA do hereby agree as follows:

Section 1
Term

This Agreement shall become effective upon the date first written above and shall continue in full force and effect until completion of the design, engineering, and construction for the Project.

Section 2
Project Management/Accounting

a. JOHNS CREEK agrees to manage the design, engineering, and construction for the Project.
b. JOHNS CREEK agrees that ALPHARETTA will have input into the design documents for the Project. Monthly project coordination meetings between JOHNS CREEK and ALPHARETTA will occur throughout the project duration.
c. JOHNS CREEK agrees to review and remit payment for all Project invoices for design, engineering, construction and other Project related expenses.
d. ALPHARETTA agrees to refund JOHNS CREEK fifty percent (50%) of the Project costs related to design, engineering, construction and other Project related expense within thirty (30) days of receipt of invoices.

e. JOHNS CREEK agrees to share with ALPHARETTA upon request all documentation and back up necessary to demonstrate the costs sought to be refunded by ALPHARETTA.
f. JOHNS CREEK agrees that ALPHARETTA's total refund amount shall not exceed $250,000.00.

Section 3
Authorization to Act

Once ALPHARETTA approves the design and engineering plans for the Project, JOHNS CREEK shall have the requisite authorization under Article 9, Section 2, Paragraph III(a)(4) of the Constitution of the State of Georgia to undertake any and all necessary activities within the jurisdictional boundaries of ALPHARETTA in furtherance of the design, engineering and construction of the Project.

Section 4
Remedy

A party's sole remedy in the event of non-performance by the other party shall be an action to compel specific performance. The prevailing party in any such action shall be entitled to reasonable attorney's fees and costs.

Section 5
Governing Law and Venue

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and the laws of the State of Georgia. Proper venue for any actions arising out of this Agreement shall be in the Fulton County Superior Court.

Section 6
Immigration and Title VI Compliance

The parties to this Agreement agree to comply, to the extent applicable with all obligations of O.C.G.A. Sec. 13-10, et seq. and Title VI of the Civil Rights Act.

Section 7
Entire Agreement

This Agreement expresses the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, negotiations, and communications between the two parties hereto.

Section 8
Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9
Amendments or Modifications

No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by all parties hereto.

Section 10
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.

Section 11
Non-Waiver

Any party's failure to seek redress for a violation or to insist upon strict performance of any Agreement provision will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation.

Section 12
Time of the Essence

Time is of the essence of this Agreement.

Section 13
Non-Assignability

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

Section 14
Authority to Contract

Each party declares that it has obtained all necessary approvals of its governing authority to execute and bind the Party to the terms of this Agreement.

Section 15
No Third Party Rights

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF JOHNS CREEK and ALPHARETTA acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

CITY OF JOHNS CREEK, GEORGIA	**CITY OF APLHARETTA, GEORGIA**
By: ______________________________	By: ______________________________
Michael E. Bodker, Mayor	Jim Gilvin, Mayor
Date: ____________________________	Date: ____________________________
Attest: ___________________________	Attest: ___________________________
Joan Jones, City Clerk (SEAL)	Coty Thigpen, City Clerk (SEAL)
Approved as to form:	Approved as to form:
______________________________ City Attorney	______________________________ City Attorney

City Council Meeting
STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: MOU BETWEEN CITY AND BREWABLE

II. RECOMMENDATION:

Staff recommends approval of the MOU between the City of Alpharetta, Envision Alpharetta Inc., and Brewable for the build-out and operation of a coffee bar concession, preparation area, and seating area within the Alpharetta Community Center.

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:

The proposal will create Brewable, a coffee shop training model for intellectually challenged adults at the Alpharetta Community Center located in Wills Park, with the goal of creating an atmosphere in which disabled young adults may train for future employment.

V. ALTERNATIVES:

VI. ATTACHMENTS:

MEMORANDUM OF UNDERSTANDING (ENVISION_ARPCS_ CLEAN 09-05-18)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this ______ day of ________________________, 20______, by and between Envision Alpharetta, Inc. ("Envision"), BrewAble (currently a volunteer group) ("BrewAble") and the City of Alpharetta Recreation, Parks and Cultural Services Department ("ARPCS").

Whereas, Envision is a not-for-profit corporation exempt from federal taxation and under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, that promotes involvement in community efforts; and has agreed to incubate the efforts of volunteer community members to create and operate a project known as BrewAble; and

Whereas, BrewAble is a volunteer grass-roots project led by Alpharetta and North Fulton community members operating under the auspices and direction of Envision, whose mission is to provide meaningful employment and community opportunities for people with intellectual or developmental disabilities ("ID" and "DD") providing them the opportunity to excel as employees in a café setting with community involvement and interaction; and

Whereas, the mission of BrewAble and Envision is consistent with the mission of the ARPCS mission to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of excellence, stewardship, integrity, service and loyalty; and

Whereas, ARPCS has agreed to provide a space in the lobby and an adjacent office of the Alpharetta Community Center ("ACC") for Envision and BrewAble to build a coffee bar concession, preparation area, and seating area, subject to the terms and conditions hereinafter set forth;

Now, therefore, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Location and Improvements**. ARPCS shall provide space in the ACC to the right of the lobby entrance and the smaller coordinator office to be renovated to include coffee bar and preparation space for BrewAble to operate a coffee concession. BrewAble and Envision shall complete improvements to the ACC lobby to accommodate the coffee bar, provide comfortable seating for patrons, and create adequate traffic flow through the lobby area for coffee bar patrons and ACC program participants and parents.

Improvements shall include moving the existing desk back towards the supervisor's office and reconfiguring it to fit into the smaller space, new flooring and seating, moving entryways into Gym 1, and water fountain repositioning. BrewAble and Envision may replace side lobby windows with doors to a new patio with additional seating outside as funds permit. This MOU does not create a lease or grant a property interest in the ACC. This MOU merely provides a license to operate in the designated space subject to all terms and conditions of this MOU.

2. **Funding**. BrewAble, in conjunction with Envision, shall conduct all fundraising for the lobby renovation project, and shall collectively be financially responsible for completion of the renovation. ARPCS shall not be financially responsible for any improvements of the coffee concession components at the ACC. If Envision and BrewAble determine that construction is not reasonably practical due to cost, any party may terminate this MOU without further obligation; provided, however, if construction has commenced, the property shall with reasonable promptness be restored to its condition prior to construction. BrewAble shall be managed by Envision and the BrewAble manager, and other employees, who shall be hired, managed, paid, and fired by the BrewAble and Envision boards. Such personnel shall not be employees of or have any contract relationship with ARPCS, nor shall such personnel be entitled to any benefits of the ARPCS, including, but not limited to, compensation, pension, health insurance or worker's compensation benefits. The ARPCS shall not have responsibility for these employees. BrewAble and Envision shall be responsible for their own budget and all funds raised to support the project. ARPCS will not have access to any funds raised through the coffee concession, and will not charge rent, fees, or receive commission on concession sales.

3. **Function of ACC**. The integrity and function of the ACC as a youth based, heavily programmed community center is of primary concern in the running of the facility. Envision and BrewAble, its employees, supporters and boards will respect the primary function to the ACC in all decision making. BrewAble shall primarily serve the patrons of the ACC and Wills Park, and secondarily serve friends and supporters of BrewAble.

4. **Parameters for ARPCS, BrewAble and Envision**.

- A BrewAble business plan, timeline, décor plan, policies, procedures, operations and staff manuals shall be submitted to the Recreation Services Manager for review at least three months prior to the opening of the business.

- BrewAble shall be responsible for cleanliness and professional presentation of the coffee concession/lobby area, and of BrewAble employees, and will keep the concession/lobby area clean and appealing during concession operating hours.

- BrewAble shall implement a traffic flow and customer management plan that allows for serving their patrons, while not impeding patrons of the ACC.

- BrewAble shall not provide products of services that compete directly with existing vending machine contracts. ARPCS shall not add additional vending machines/contracts directly competitive to BrewAble products and services.

- BrewAble shall coordinate with the Recreation Services Manager on timelines for coffee concession/lobby construction and opening, hours of BrewAble operations, crowd control plan, menu, pricing, and challenges that arise.

- ARPCS shall be responsible for cleaning and upkeep of the building and bathrooms, including the lobby/concession area when BrewAble is not operating, and BrewAble patrons may have use of the bathrooms during BrewAble hours.

- ARPCS shall coordinate with BrewAble manager on changes to hours due to special events, and BrewAble shall have first right of refusal to provide concessions for ACC events and special events held in the building.

- The ACC manager, the Recreation Services Manager, and the BrewAble manager will regularly confer about successes and challenges in order to provide the best service and experience to all of their constituents.

5. **Indemnification**. ARPCS, as one party and BrewAble and Envision collectively agree, to the extent permitted by law, to defend, indemnify and hold harmless all officers, trustees, directors, employees, volunteers and agents of the ARPCS, and BrewAble and Envision collectively from and against any and all claims, liabilities, losses and expenses, directly or indirectly, wholly or partially arising from or in connection with any act of omission of the ARPCS or BrewAble and Envision, respectively, or their employees or agents in implementing, operating and fulfilling their obligations hereunder. The parties shall

maintain adequate insurance to fulfill their indemnity obligations under this MOU.

6. **Term**. This MOU shall commence on the date of execution, and shall remain in effect for one year, unless the ARPCS or BrewAble elect in writing to extend this MOU for an additional one (1) year. Three month notice shall be given by either party to effect a termination or amendment of this MOU, provided that each party is fulfilling their respective obligations under this MOU. The parties shall meet annually to review this MOU.

7. **Miscellaneous**. This MOU shall supersede any prior oral or written understanding between the parties and may not be amended or modified except in writing signed by the parties. It is the desire of Envision to incubate BrewAble until it is functional, and then to have BrewAble become its own entity, which may include incorporation. This MOU shall remain in effect with BrewAble once they are independent of Envision. This MOU shall be governed and construed in accordance with the laws of the State of Georgia.

In witness whereof, the parties have hereunto executed this Memorandum of Understanding on the day and year first above written.

BrewAble

By:___________________________________

Its:___________________________________

Envision Alpharetta, Inc.

By:___________________________________

Its:___________________________________

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Department of Recreation, Parks
and Cultural Services

By:_________________________________

Its:_________________________________

Approved as to form:

____
C. Sam Thomas, City Attorney

2951515

City Council Meeting
STAFF REPORT

Submitting Department: Recreation and Parks
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: EMERGENCY CALL BOXES IN WILLS PARK, WEBB BRIDGE PARK AND NORTH PARK

II. RECOMMENDATION:

Staff recommends approval for the purchase of sight emergency call boxes for Wills Park, Webb Bridge Park, and North Park, from Case Systems in an mount totaling $64,400 and authorizing the Mayor to execute all necessary documents.

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: $64,400. THE EXISTING LIGHTNING WARNING SYSTEM FUNDING IS BEING REALLOCATED AS FOLLOWS: $64,400 FOR THE EMERGENCY CALL BOX EXPANSION WITH THE REMAINING FUNDS OF $600 BEING ADDED TO THE NON-ALLOCATED CAPITAL RESERVE.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Emergency Call Box Expansion (30161150-541500-C1924)	$64,400.00
Lightning Warning System (30161150-541500-C1421)	($65,000.00)
Non-Allocated Capital (30190200-579000)	$600.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00
-	$0.00

IV. REPORT IN BRIEF:

This proposal calls for the installation of eight (8) emergency call boxes in three of Alpharetta's parks: four (4) in Wills Park; two (2) in Webb Bridge Park; and two (2) in North Park. This will allow for immediate 911 access for all park users. The call boxes are solar powered and are cellular which will not require any wiring to be installed. The funds for the call boxes are being taken from another park-security initiative – replacement lightning detection equipment for Wills Park, North Park, and Webb Bridge Park. Due to upgraded phones and apps, the lightning detection equipment is no longer needed. The total cost of the call box expansion project is $64,400.

Case Systems, Inc. is the sole source vendor for this project as they are the sole manufactory and installer of the Lexan call boxes the City currently has deployed within the parks system. It was important for us to have the same emergency call boxes in all our parks for proper maintenance and repair.

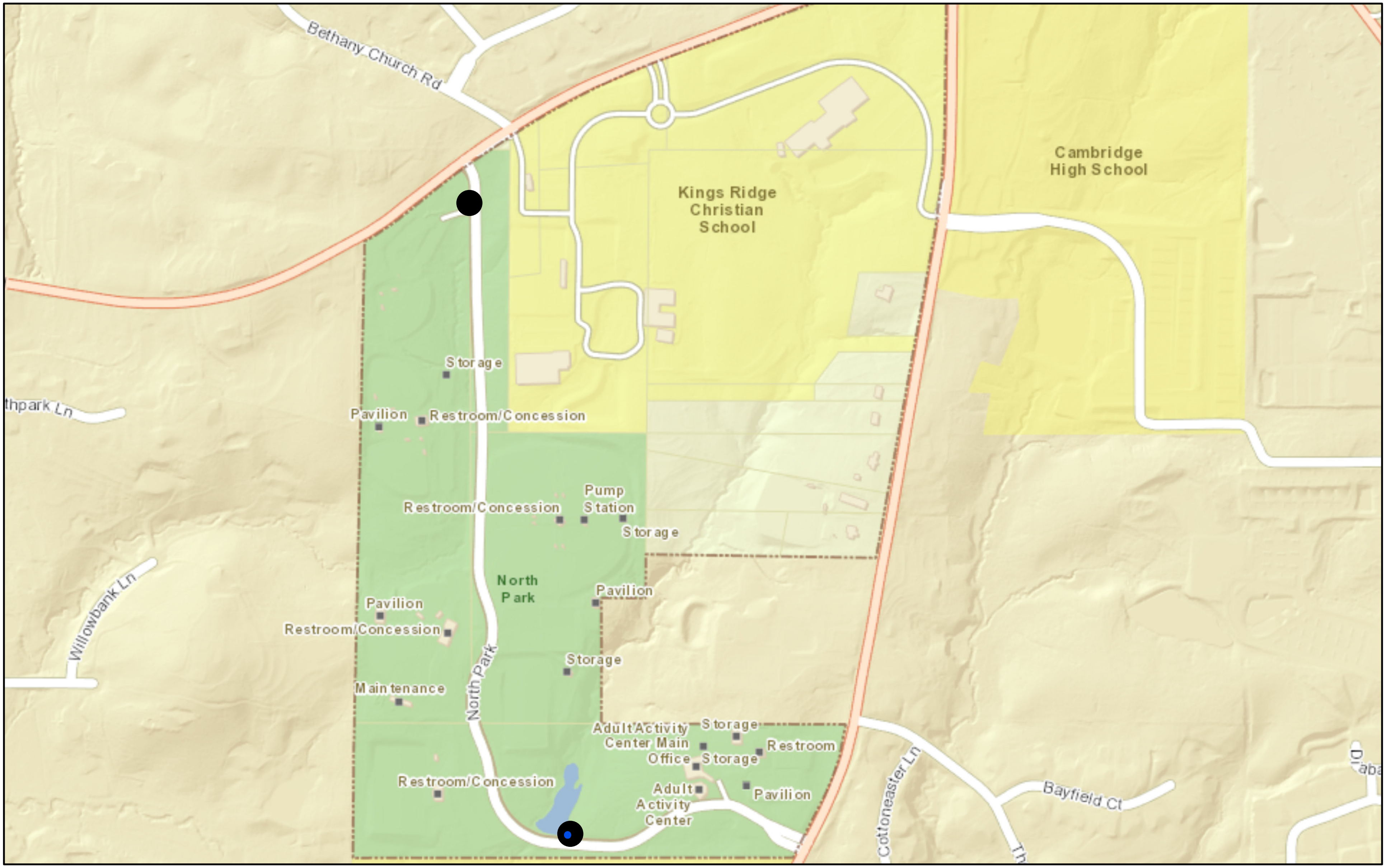
The Public Safety Department has approved the proposed locations of the call boxes.

V. ALTERNATIVES:

VI. ATTACHMENTS:

North Park Call Boxes, Webb Bridge Park Call Boxes, Wills Park Call Boxes, call boxes proposal, Case Systems Sole Source 06.30.2020

North Park Call Boxes



August 6, 2018

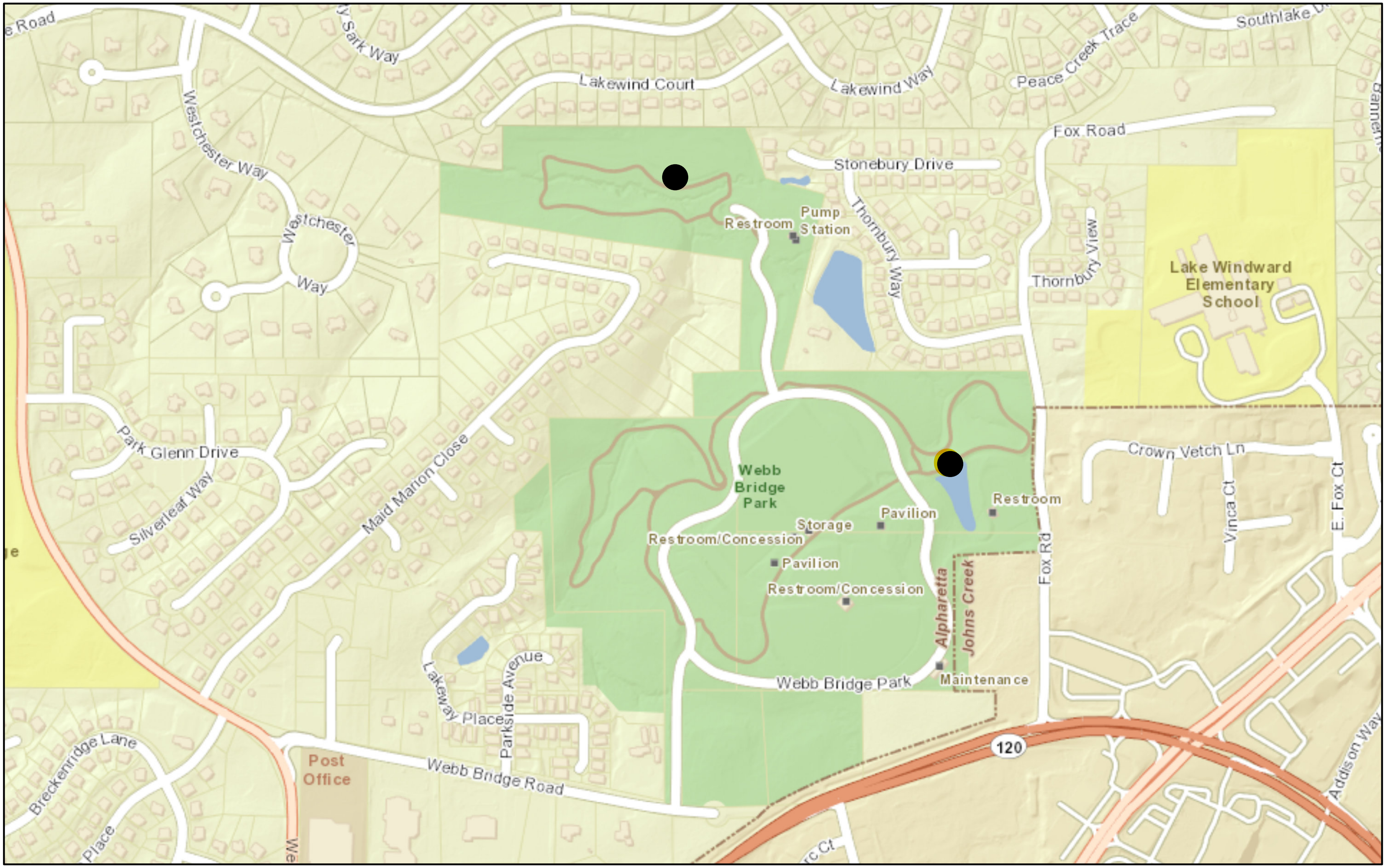
1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

City of Alpharetta, City of Roswell, City of Milton, City of Johns Creek, City of Sandy Springs, and Forsyth County

Webb Bridge Park Call Boxes



August 6, 2018

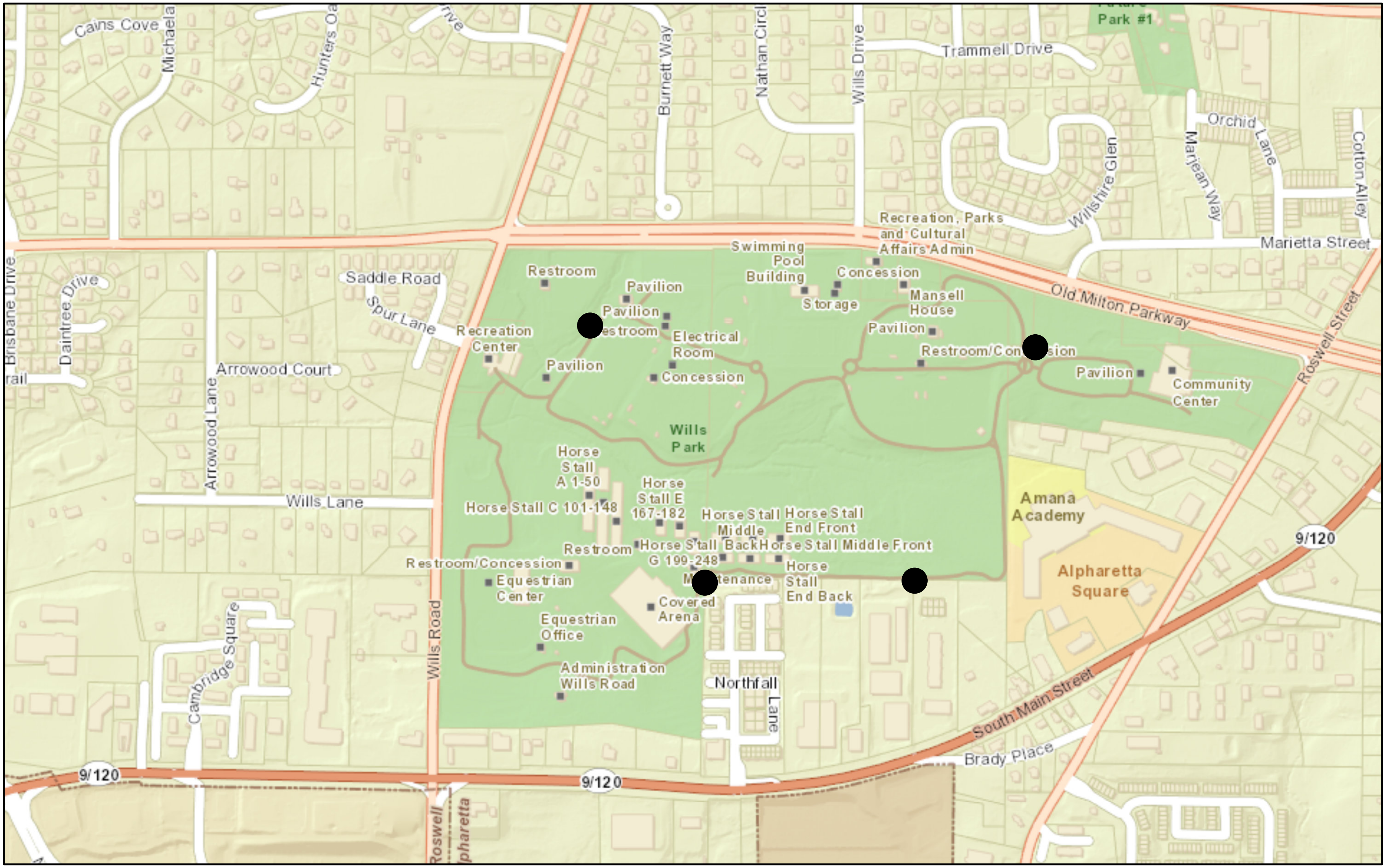
1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

City of Alpharetta, City of Roswell, City of Milton, City of Johns Creek, City of Sandy Springs, and Forsyth County

Wills Park Call Boxes



August 6, 2018

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

City of Alpharetta, City of Roswell, City of Milton, City of Johns Creek, City of Sandy Springs, and Forsyth County

5 Goddard
Irvine, CA 92618
Phone: 949-988-7504
Fax: 949-988-7520

PROPOSAL # Q-0571

Date: 8/ 3 /2018

CUSTOMER

Attention: Ruby Flynn
City of Alpharetta
11915 Wills Road
Alpharetta , GA 30004
Phone: Fax:
Email:

JOB ADDRESS

JOB DESCRIPTION:

City of Alpharetta - Additional Park Trails
CASE will sub contract installation to Diversified.

WORK TO BE PERFORMED:

Installation: All product includes a 1-year warranty and alarm monitoring report.

Description	Price each	Quantity	Total
Lexan Call Box Solar 4G VZW	$4,400.00	8.00	$35,200.00
Lexan Call Box Installation	$2,500.00	8.00	$20,000.00
Pole Base Sign hardware	$900.00	8.00	$7,200.00
Freight per unit	$250.00	8.00	$2,000.00
		Total amount	$64,400.00

This price is valid for 90 days

Thank you for choosing CASE Systems, Inc.!

Submitted for **CASE Systems, Incorporated** Proposal Created by: Lawson, Chrisann Phone: (949) 988-7500 Fax: (949) 988-7521 Cell: Email: clawson@casesystemsinc.com	Accepted by (Company): **City of Alpharetta** **Payment:** Select One... ◯COD ◯CC ◯Net 30 Comments:__________ Name:__________ CC#:__________ Expires:__________
Accepted by **CASE Systems, Incorporated** By__________ Date ______ Printed Name:__________ Title:__________	Accepted by Client: By: __________ Date ______ Printed Name:__________ Title:__________

General Terms: Prices are less, duties, taxes and freight. FOB Irvine, Payment Terms: COD, credit card or Net 30 on approved credit. Confirmed orders are non- cancellable. Lead times are generally 6-8 weeks after receipt of order-subject to confirmation.

City of Alpharetta

Sole/Single Source Justification Form

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone 678 297 6094
Fax 678-297-6053
www.alpharetta.ga.us

Please complete and attach this form to requisitions when competitive quotes/bids are not solicited and provide justification below (required for requisitions $5,000.01 and greater). This form must be approved by the City Attorney and Procurement Official prior to ordering goods/services from the proposed vendor.

If a Sole Source or Single source designation is granted, a fully executed copy of this form must be attached to all related requisitions. The designation is provided for a maximum period of three (3) fiscal years, after which the good/services must be competitively procured or a new designation requested.

Department: Recreation and Parks

Date: May 29, 2018

Department Director/Designee (print): Morgan Rodgers

Department Director/Designee (signature): Morgan Rodgers

Vendor Name: CASE SYSTEMS, INC

Vendor #: 8688

I am requesting a waiver from obtaining competitive pricing for the following reason(s):

☒ Sole Source Designation

Only one vendor possesses the unique and singularly available capability to provide the good/service.

☐ Single Source Designation

Only one vendor demonstrates the unique knowledge, skills, and/or performance required to ensure successful consultation, implementation, installation, maintenance, etc. of the requested good/service which is an integral component of the City's existing infrastructure, equipment, and/or operations.

Provide a description of the requested good/service and a justification for the Sole/Single Source designation:

CASE Systems, Inc is the sole manufacturer and supplier of the Lexan Call Boxes, repair parts and upgrade kits for the Call Boxes that are located along the Alpharetta Big Creek Greenway Trail. CASE Systems, Inc. holds the exclusive patent rights to the call box system firmware and housing.

The user department shall exercise due diligence in reviewing the pricing of the requested vendor to ensure it is in-line with pricing provided to similar customers.

Approval

☑ City Attorney C Sam Thomas Date: 5/30/18

☐ Procurement Official [signature] Date: 5/30/18

Print Form

CASE SYSTEMS, INC.

5 Goddard
Irvine, CA 92618
949.988.7500
Fax 949.988.7520
www.casesystemsinc.com

May 23, 2018

To: City of Alpharetta
Ruby Flynn

From: CASE Systems, Inc.
Sebastian Gutierrez, President
Chrisann Lawson, Vice President

RE: Sole Source Justification for CASE Call Box Equipment and Service

CASE Systems Inc. is the sole manufacturer and supplier of the fully integrated, cellular-based, solar-powered, 10' Blue Light Tower, Stainless Steel and Lexan Call Box emergency phone systems installed on many municipalities, college campuses, parks, transit stations and other public areas nationwide. Certain ancillary components used in the emergency call boxes that are manufactured by other suppliers such as handsets and batteries, have been modified to meet our system configuration, other primary components; controller boards, steel housing, electronics, are designed by and for CASE Call Box Systems and are not available for off-the-shelf purchase through other phone suppliers.

CASE Systems Inc. holds the exclusive patent rights to the call box system monitoring software that was created by CASE to enable the phones to report important alarm status information and usage data to our custom server. This information is stored in CASEALERT, our administrative database. Alarm reports and other information gathered from the phones is made available to our clients via a daily email and keeps you informed on the status of your system.

The emergency call boxes are made in the USA and are manufactured and shipped from our Irvine, CA facility.

CASE phones are modular in design making it easy to repair and upgrade as we introduce new features so that our customers can maximize their initial call box investment by replacing subcomponents as needed. CASE has designed the electronics package, camera option and mass notification speakers to be backwards compatible making it convenient to add these features later. Once upgraded, the units will call our custom maintenance center and report their operational status.

Only CASE employees and contractors who are trained to install, repair and maintain our product will perform the system installation and the subsequent maintenance services. CASE also provides our clients with the training, tools and installation manual to install and maintain their system. Technical support and daily monitoring is provided by CASE to help ensure the performance of your system.

Once installed, your system will continue to operate with the latest digital technology for years to come with routine maintenance.

Should you require any further information regarding our products, please contact (949) 988-7504.

Sincerely,

Sebastian Guiterrez
President

Chrisann Lawson
Vice-President

City Council Meeting
STAFF REPORT

Submitting Department: Public Safety
Submitted By: Will Merrill
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: RELOCATION AND REPAIR OF PUBLIC SAFETY 800 MHZ BACKUP RADIO SYSTEM

II. RECOMMENDATION:

Authorize funding up to the amount of $72,660 to Motorola for the relocation and repair of the backup 800MHz radio equipment by the Department of Public Safety.

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: $72,660. FUNDING PROVIDED THROUGH NON-ALLOCATED RESERVE WITHIN THE E-911 FUND (BALANCE OF $259,223 UPON APPROVAL OF THIS INITIATIVE).

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Radio System Improvements (E911 Fund; 21531800-542400-PEM01)	$72,660.00
Non-Allocated Reserve (E911 Fund; 21531800-579000)	($72,660.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	$0.00
-	$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety is requesting approval to spend up to $72,660 to relocate and repair the backup 800MHz radio repeaters.

Currently, the backup 800 MHz radio repeaters for Police, Fire, and Public Works that serve as a backup to the current North Fulton Regional Radio System are located on the old Comcast tower located at 324 Maxwell Road. This system also serves as the primary activation system for the Tornado Warning Siren System for both the City of Alpharetta and the City of Milton. On June 14, 2018 the site was burglarized which resulted in the destruction of the backup system. Public Safety Communications has been operating using spare equipment on loan from Fulton County Communications while pricing, logistical and engineering considerations were being formulated.

The recommendations from our provider, Motorola, for the scope of the replacement project is as follows:

1. Relocate the backup equipment from the Comcast Site to the NFRRSA tower located on Hembree Road.
2. Install and tune the replacement equipment to function as needed.

This project will replace only the Police and Fire repeater channels as the volume to radio traffic from Public Works does not warrant the expense of replacement in light of various backup capabilities provided by the

Fire Backup channel, Fulton County Radio Communications and NFRRSA capabilities.

Cost is quoted as $72,660.00 if a purchase order can be completed prior to October 26, 2018. Motorola is the single source provider of equipment, installation, and repair services for radio components tying into the North Fulton Regional Radio System.

The benefits the city should realize are:

1. Equipment will be installed in secure facility with access control and video surveillance.
2. Backup power via generator monitored for operation
3. Recommended grounding and lightning protection
4. Reduction in sites for Public Works generator maintenance
5. Improved facility access

Time is of the essence as Fulton County Communications has need of the loaner equipment as preparations are made for the upcoming Super Bowl.

This relocation of radio services will divest the City of Alpharetta of any needs or services provided by the tower located on Maxwell Road. With this being the case, the City may choose to engage the owner about the removal of the tower as previously discussed during the installation of the North Fulton system.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Proposal Alph Conv Repeaters 09132018, Alpharetta_Sole Source

September 14, 2018

Carl Hall
Alpharetta Department of Public Safety
2565 Old Milton Parkway
Alpharetta, GA 30009

Dear Carl,

Your Motorola account team has worked hard the past few weeks to meet your need for pricing information. This proposal for the City of Alpharetta DPS consists of two GTR8000 800MHz, conventional, repeaters, the needed antenna network, and implementation services for installation and optimization at the Hembree Road tower site. This proposal does not include system coverage guarantees or FCC licensing for the Hembree Road tower site.

This system design represents Motorola's best effort based upon information provided by the City of Alpharetta. Motorola has not performed a site walk and is therefore making several assumptions. If the assumptions are proven to be incorrect, it will affect the design of the system and, thereby, the overall cost.

The total price for the system as configured to your needs and deployment requirements as we understand them is $72,660.00. This pricing is valid for 90 days. To give you a working understanding of what this pricing represents, a high-level list of included system components is provided below, along with key design and responsibility assumptions.

Professional Integration Services

To ensure a smooth installation and deployment, this quote includes estimates for the following services:

- System and implementation engineering
- Project management for system installation and optimization
- Field engineering support for system installation and optimization

Motorola System Support

Motorola's standard warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

Assumptions

Motorola has made several assumptions in preparing this quote, which are noted below. We will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The customer will provide approved FCC licensing as required.
- The customer will provide approved local, state, or Federal permits (e.g., building permits, electrical permits, and environmental permits) and licensed engineering drawings as may be required for the installation and operation of the proposed equipment.
- No coverage guarantee is included in this proposal.
- There will be no requirements for in-building coverage (none have been provided as part of this design).
- Traffic loading for data and voice has not been analyzed for the respective sites, and the system design is assumed to be adequate in this regard.

- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical/generator power and circuits, surge suppression, and site grounding to support the requirements of the system described.
- The customer will provide environmentally controlled equipment areas.
- The customer will make any necessary site improvements to meet R56 standards.
- Any site/equipment-location upgrades or modifications will be the responsibility of the customer.
- Site connectivity will be the responsibility of the customer
- Any required system interconnections not specifically outlined here will be provided by the customer (These may include dedicated phone circuits or microwave links.)
- Any building coring required for transmission lines will be the responsibility of the customer.
- New site acquisitions to meet coverage requirements will be the responsibility of the customer.
- Any towers, shelters, and/or connectivity required for new sites will be the responsibility of the customer.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Towers at existing sites can withstand both existing and new antenna/coax load.
- Any tower stress/structural analyses or tower upgrade requirements will be the responsibility of the customer.
- The customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.
- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of the customer,
- This proposal includes 100ft of ½” Low Density Form (LDF) coaxial cable for the transmit antenna.
- This proposal includes 100ft of ½” Low Density Form (LDF) coaxial cable for the receive antenna
- Console interface is not required, therefore not included.
- The proposed stations will operate in standalone mode to any other equipment on site.
- Bear Comm will provide coaxial cable connectors.
- Subscriber programming is not included.
- The tower or the antenna mounting structure can accommodate the proposed antenna and line.

We look forward to taking the next step in implementing this solution for the City of Alpharetta. Should any questions arise regarding the information provided, please don’t hesitate to contact your Account Manager, John Byrd, at 770-823-2288.

Sincerely,

Motorola Solutions, Inc.

John Byrd
Senior Account Manager

PROPOSED EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
2	T7039	GTR 8000 BASE RADIO
2	CA01948AA	ADD: CONVENTIONAL SOFTWARE
2	CA01946AA	ADD: CONVENTIONAL MIXED MODE OPERATION
2	X153AW	ADD: RACK MOUNT HARDWARE
1	DSDSCC8504D	DSCC85-04D, 4 CH CERAMIC COMBINER 7/16 DIN CONN 851-869MHZ .150KHZ SEP
1	DS43383I01T	TTA, MINI SINGLE AMP, 796-824 MHZ, SINGLE NETWORK, TOWER BOX
1	DS43383I01M110	MULTICOUPLER UNIT, 796-824 MHZ, 110 VAC
2	DSDS8A10F36U6D	806-869 MHZ, 10 DBD, OMNI, DIN
200	DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE, 50OHM,BLACK POLYETHELENE JCKT PER FT
1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
1	DSTSXDFMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
1	TRN7343	SEVEN AND A HALF FOOT RACK
1		WARRANTY, PROJECT MANAGEMENT, AND INSTALLATION SERVICES

PROPOSAL PRICING

SYSTEM PRICE PER GA STATE CONTRACT	$77,660.00	
PURCHASE INCENTIVE (PO BY OCTOBER 26, 2018)	($5,000.00)	
FINAL SYSTEM PRICE WITH INCENTIVE		$72,660.00

September 19, 2018

Reference: Installation of Alpharetta equipment on NFRRSA tower

To whom it may concern;

The City of Alpharetta has requested placement of new public safety repeaters at our Hembree Road tower site. This equipment will be housed in a secure shelter at the base of the tower. As a Homeland Security resource, NFRRSA policy restricts access to the site to a very small group of individuals.

Motorola Solutions designed, constructed and maintains all equipment at our sites and is under contract for a period of 10 years. No other RF vendors are permitted access to our shelters for security purposes. In addition, we require any equipment added to our sites be designed to Motorola standards and researched by Motorola project engineers for negative impact on our operations.

I would further add that since all equipment in our shelter and 3-911 centers was provided by Motorola. any additional equipment purchased would be designed to direct interface with existing NFRRSA equipment and maintain full functionality.

Note that most all Motorola equipment is listed on the State of Georgia procurement website, under contract and is available for significant discount.

I will be glad to answer any additional questions.

Ed Sweeney

North Fulton Regional Radio System Authority
1 Galambos Way
Sandy Springs, Georgia 30028
678.249.9911

City Council Meeting
STAFF REPORT

Submitting Department: Information Technology
Submitted By:
Meeting Date: October 1, 2018

I. AGENDA ITEM TITLE: ANNUAL TECHNOLOGY REFRESH 2019

II. RECOMMENDATION:

Approve the request to provide for the annual replacement of technology for all City Departments in FY 2019 in the amount of $300,000 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: $300,000
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Citywide Technology Replacement (301-17-1740-1535-542400-C1313)	$300,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	$0.00

IV. REPORT IN BRIEF:

As approved in the FY 2019 capital budget, this project provides for the annual replacement of technology for all City departments. The current City standards for technology replacement are as follows: servers (5-years); SANS storage (5-years); desktop PCs (4-years); laptop PCs (3-years); iPad tablets (2-years); large scale multi-function printers (5-7 years); small scale multi-function printers (3-years); desktop UPS (3-years); network UPS (4-years); network routers/switches/firewalls (5-years); telephony gateways (7-years). The City standards are based on best practice and standards in the information technology industry that provide for the best balance of efficiency, reliability, cost, and modernization of equipment.

The City currently has 184 iPhones and 160 iPad tablets. About 45% of the phones and 25% of the tablets will be refreshed in FY2019 for approximately $69,400.

The City currently has 471 PC systems (225 desktop and 246 laptop systems) with 113 PC systems (@ 58 Laptops and @ 55 desktops) prioritized to be refreshed in FY2019 for approximately $193,850.

The balance of funding (estimated at $36,750) will be used for replacement of the other pieces of technology equipment listed above (e.g. servers, SANS storage, UPS, etc.)

Technology will be procured through multiple sources including State Contracts (Dell and Apple products) and the City quote process. The largest portion of this funding will be utilized for Dell computers which is the standard personal computer platform for the City and is purchased from the State of Georgia technology contract. This provides a consistency of platform for management and operations/maintenance for City services. The City has also standardized on the iOS platform for tablets and smart phones in order to provide consistency and the best level of integration and security with City systems.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

RefreshListFY19

PC REFRESH LIST for FY2019 9/12/2018

NOTE: PCs are Replaced based on the HR Position

Usernames are used to help staff identify contacts during the replacement process

Should a vacant position be eliminated, the PC asset will not be replaced

Username	AssetName	Department	$193,850.00
ptokar	FY15D033	City Administration	$1,650.00
kbott	FY15D034	City Administration	$1,650.00
cmays	FY15D014	City Administration	$1,650.00
jdrinkard	FY15D032	City Administration	$1,650.00
mfowler	FY16L094	City Administration	$1,650.00
jedmondson	FY15D025	Community Development	$1,650.00
dshostak	FY15D028	Community Development	$1,650.00
bkern	FY15D029	Community Development	$2,300.00
jbaptie	FY15D015	Community Development	$1,650.00
creynolds	FY15D018	Community Development	$1,650.00
bwells	FY15D019	Community Development	$1,650.00
mlusk	FY15D021	Community Development	$1,650.00
besmith	FY15D024	Community Development	$1,650.00
dhonan	FY15D016	Community Development	$1,650.00
bschroeder	FY15D017	Community Development	$1,650.00
acarlson	FY15D020	Community Development	$1,650.00
etaylor	FY15D022	Community Development	$1,650.00
kcook	FY15D023	Community Development	$1,650.00
wblood	FY15D026	Community Development	$1,650.00
dcrowley	FY15D027	Community Development	$1,650.00
court	FY15D040	Courts	$1,650.00
jbazinet	FY15D055	Engineering/Public Works	$1,650.00
jmaloney	FY15D056	Engineering/Public Works	$1,650.00
mmansell	FY15D057	Engineering/Public Works	$1,650.00
jcox	FY15D059	Engineering/Public Works	$1,650.00
mdockery	FY15D060	Engineering/Public Works	$1,650.00
belliott	FY15D061	Engineering/Public Works	$1,650.00
jholland	FY15D054	Engineering/Public Works	$1,650.00
psewczwicz	FY15D058	Engineering/Public Works	$1,650.00
alaw	FY15D036	Finance	$1,650.00
charrison	FY15D035	Finance	$1,650.00
tharris	FY15D006	Finance	$1,650.00
dwestbrook	FY15D007	Finance	$1,650.00
scochran	FY15D008	Finance	$1,650.00
wsejour	FY15D009	Finance	$1,650.00
wburdette	FY15D010	Finance	$1,650.00
sdehaven	FY15D011	Finance	$1,650.00
swilson	FY15D012	Finance	$1,650.00
darnold	FY15D013	Finance	$1,650.00
smitchell	FY15D037	Finance	$1,650.00
vjackson	FY16L081	Finance	$1,650.00
bbusby	FY16L082	Finance	$1,650.00
HRDESKTOP	FY15D038	Human Resources	$1,650.00
swardrup	FY16L089	Information Technology	$1,650.00

jdavis	FY15D005	Information Technology	$1,650.00
bwilson	FY15D049	Information Technology	$1,650.00
amontgomery	FY15D002	Information Technology	$1,650.00
spatel	FY15D004	Information Technology	$1,650.00
training	FY16L098	Information Technology	$1,650.00
amontgomery	FY16L001	Information Technology	$1,650.00
ajohnson	FY16L084	Information Technology	$1,650.00
ljanderson	FY16L085	Information Technology	$1,650.00
spatel	FY16L086	Information Technology	$1,650.00
jdavis	FY16L088	Information Technology	$1,650.00
rbundy	FY16L090	Information Technology	$1,650.00
nreiss	FY16L087	Information Technology	$1,650.00
smccullers	FY16L034	Public Safety	$1,650.00
jhickel	FY16L017	Public Safety	$1,650.00
ehale	FY15D083	Public Safety	$1,650.00
rsturgess	FY15D080	Public Safety	$1,650.00
svash	FY16L002	Public Safety	$1,650.00
mmoeller	FY16L037	Public Safety	$1,650.00
dduval	FY16L059	Public Safety	$1,650.00
jrobinson	FY16L009	Public Safety	$1,650.00
dbochniak	FY16L044	Public Safety	$1,650.00
jhiott	FY15D074	Public Safety	$1,650.00
cfree	FY15D088	Public Safety	$1,650.00
rmyers	FY16L045	Public Safety	$1,650.00
jsimpson	FY16L048	Public Safety	$1,650.00
chart	FY15D076	Public Safety	$1,650.00
jdarling	FY16L040	Public Safety	$1,650.00
explorers	FY15D079	Public Safety	$1,650.00
dfreeman	FY16L015	Public Safety	$1,650.00
bsmith	FY16L061	Public Safety	$1,650.00
lnicholson	FY16L052	Public Safety	$1,650.00
cbeynon	FY15D082	Public Safety	$1,650.00
akong	FY15D089	Public Safety	$1,650.00
PSKIOSK	FY15D075	Public Safety	$1,650.00
jhebert	FY15D081	Public Safety	$1,650.00
rheath	FY15D084	Public Safety	$1,650.00
mfrank	FY15D085	Public Safety	$1,650.00
mstewart	FY15D070	Public Safety	$1,650.00
BPadgett	FY15D071	Public Safety	$1,650.00
schristie	FY15D077	Public Safety	$1,650.00
dkettering	FY15D078	Public Safety	$1,650.00
swest	FY15D090	Public Safety	$1,650.00
schristie	FY15D072	Public Safety	$1,650.00
dfrench	FY15D087	Public Safety	$1,650.00
tchildress	FY16L036	Public Safety	$1,650.00
jcarter	FY16L021	Public Safety	$1,650.00
vjohnson	FY15D086	Public Safety	$1,650.00
bbolin	FY16L067	Public Safety	$1,650.00
lpinkerton	FY16L068	Public Safety	$1,650.00
chall	FY16L065	Public Safety	$1,650.00

MotorTablet1	FY14D350	Public Safety	$3,000.00
MotorTablet2	FY14D351	Public Safety	$3,000.00
MotorTablet3	FY14D352	Public Safety	$3,000.00
MotorTablet4	FY14D353	Public Safety	$3,000.00
MotorTablet5	FY14D354	Public Safety	$3,000.00
wpennscott	FY15D001	Recreation and Parks	$1,650.00
braymond	FY15D031	Recreation and Parks	$1,650.00
dpounds	FY15D041	Recreation and Parks	$1,650.00
dwilliamson	FY15D042	Recreation and Parks	$1,650.00
kmcdonald	FY15D043	Recreation and Parks	$1,650.00
sac1	FY15D044	Recreation and Parks	$1,650.00
sac1	FY15D045	Recreation and Parks	$1,650.00
tspinnenweber	FY15D046	Recreation and Parks	$1,650.00
mvitale	FY15D047	Recreation and Parks	$1,650.00
sciaccio	FY15D048	Recreation and Parks	$1,650.00
mrodgers	FY15D050	Recreation and Parks	$1,650.00
asmith	FY15D051	Recreation and Parks	$1,650.00
sanderson	FY15D052	Recreation and Parks	$1,650.00
coapool	FY15D053	Recreation and Parks	$1,650.00