



City Council Meeting AUGUST 1, 2016

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. PROCLAMATIONS**
 - A. City Band Proclamation**
- V. CONSENT AGENDA**
 - A. Council Meeting Minutes (Meeting of 07/25/2016)**
- VI. PROJECT UPDATES**
 - A. Update from Malone Design - Alpharetta History Room**
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
 - A. Ammunition Purchase**
 - B. Intersection Improvements: Windward Parkway at GA 400**
 - C. FY 17 Local Maintenance and Improvement Grant**
 - D. FY 2017 Milling and Resurfacing, ITB 17-002**
 - E. On-Call Engineering Services, RFQ 16-1009**
 - F. FY17 Rubber Tire Backhoe/Loader Replacement**
- IX. PUBLIC COMMENT**
- X. REPORTS**
- XI. ADJOURNMENT TO EXECUTIVE SESSION**



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

"ALPHARETTA CITY BAND"

- WHEREAS:** the Alpharetta City Band, founded in 1989, is an integral part of Alpharetta's cultural arts; and in the month of August 2016, celebrates its 27th year of performing for the city; and
- WHEREAS:** members of the Alpharetta City Band are comprised of professionals, business people, students and amateur musicians from the surrounding communities, and play a variety of brass, woodwind and percussion instruments; and
- WHEREAS:** the Alpharetta City Band, under the astute guidance of its Founding Father and Program Director, Don Nahser, and Band Director, Bill Haynes, plays a range of music from traditional marches to big band jazz; and
- WHEREAS:** the Alpharetta City Band is sponsored by the Recreation and Parks Department of the City of Alpharetta and is an ongoing adult recreation program open to all adult musicians, and high school musicians with the approval of their band director; and
- WHEREAS:** with weekly rehearsals on Wednesday evenings throughout the year, the Alpharetta City Band is committed to satisfy a need in the community; one which has become a great gift and a treasure to the citizens of Alpharetta and the surrounding communities.
- NOW THEREFORE:** We, the Mayor and City Council, for the City of Alpharetta do hereby extend much gratitude and many thanks for the time and talents of the Alpharetta City Band, and all who have made this wonderful band, a part of our city heritage.

Proclaimed this 1st day of August, 2016



David C. Belle Isle, Mayor

ATTEST:

Coty Thigpen, City Clerk



CITY COUNCIL MEETING SUMMARY MEETING OF JULY 25, 2016

PUBLISHED: WEDNESDAY, JULY 27, 2016

PUBLISHED BY: COTY THIGPEN

OFFICE OF THE CITY CLERK

WWW.ALPHARETTA.GA.US

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I. CALL TO ORDER

❖ *Mayor Belle Isle called the meeting to order at 6:34 p.m.*

II. ROLL CALL

- Council Members
 - David Belle Isle (Mayor)
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Jim Gilvin (absent)
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Staff
 - Bob Regus, City Administrator
 - Kathi Cook, Director of Community Development
 - James Drinkard, Asst. City Administrator
 - Wes McCall, Deputy Director of Public Safety
 - Michael Woodman, Senior Planner
 - Peter Tokar, Director of Economic Development
 - Pete Sewczwicz, Director of Public Works
 - Mike Perry, Director of Recreation and Parks
 - Coty Thigpen, City Clerk
 - Sam Thomas, City Attorney

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 07/18/2016)

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

- The motion received a second from Council Member Kennedy
- The motion was approved 6-0

V. PUBLIC HEARING

A. CU-16-03 Assisted Living/Hill

- Director of Community Development, Kathi Cook, came forward to present this item
- Staff recommends that Council approve CU-16-03 Assisted Living Facility/Hill subject to the following conditions:
 1. Parking area shall be screened and striped in compliance with Unified Development Code (UDC) regulations.
 2. Required parking shall be met on-site and/or at 1130 Upper Hembree Road (Hembree Senior Care Center) as long as both locations are under common ownership.
 3. Remove tree stump at site entrance (southeast corner) and replace with a minimum 4" caliper tree and 2' shrubs, as approved by Staff.
 4. Install a 5' sidewalk along the frontage of the property.
 5. Any additions and modifications to the existing structure shall be residential in character and approved by Staff.
 6. Maintain a minimum 50' undisturbed buffer at the rear of the property.
 7. Maintain and replant where sparse a 10' buffer along the west property line, as approved by Staff.
 8. Signage shall be limited to one ground sign not to exceed 6 feet in height and 16 square feet in size (32 square feet if double faced) with landscaping at the base.
 9. Structure must meet all Life Safety Code requirements.
 10. Expansion to accommodate more than 16 beds shall require a public hearing and demonstration that the residential character of the property is maintained and all facility needs can be met on site.
- The applicant, Mr. Robin Hill, is requesting a conditional use permit to allow an assisted living facility at 1080 Upper Hembree Road. The property is zoned O-I (Office-Institutional) and was previously used as professional business office for All Clean Atlanta.
- The subject property is located on the north side of Upper Hembree Road with its west boundary adjacent to the City of Roswell. Birch Hollow subdivision is adjacent to the north. The zoning of the property is O-I (Office-Institutional), which allows 'Congregate Housing, Assisted Living Facility' as a conditional use.

- The north side of Upper Hembree Road is designated for 'Professional Business Office' as shown in the Comprehensive Land Use Plan. The applicant's intent is to operate a 10-16 bed assisted living facility.
- The applicant will utilize the existing structure with no planned alterations to the exterior. The existing parking on the site will be utilized by the applicant, with no significant alterations to the site.
- The applicant currently operates an assisted living facility, Hembree Senior Care Center, at 1130 Upper Hembree Road. The applicant has stated that its existing facility has reached maximum capacity and that the location at 1080 Upper Hembree Road will offer additional bed space in a state-licensed assisted living facility.
- Staff has reviewed the application and is in general agreement with the applicant's request. The applicant does not propose significant alterations or additions to the building or site and therefore should not impact the quality of life for adjacent residential properties. However, conditions should be established as part of this application that regulate and limit expansion of the proposed use and require landscape buffers and screening.
- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.
- This item was heard at the July 13th Planning Commission meeting. After discussion, the Planning Commission voted unanimously to recommend approval of the request subject to staff conditions.
- Applicant, Mr. Hill, came forward to provide a brief explanation of his application

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve CU-16-03 Assisted Living Facility subject to the 10 staff conditions
 - The motion received a second from Council Member Owens
 - The motion was approved 5-1; Belle Isle voting no

B. V-16-19 Liberty Hall/Main Street

- ❖ *Council Member Owens recused himself from this item*

- Director of Community Development, Kathi Cook, came forward to present this item
- Staff recommends approval of V-16-19 parking, signage and height variances with the following conditions:

1. Building architecture and site plan shall be substantially as submitted by D. Tracy Ward, dated 6/28/16 with final approval by the Design Review Board.
 2. Applicant shall improve alleyway with brick pavers and brick/metal arch. Design to be approved by the Design Review Board.
 3. Applicant shall contribute \$350,000 to the Downtown Parking Fund as indicated within the application. Half of the payment shall be required prior to receiving a building permit, remainder prior to a Certificate of Occupancy.
 4. Restaurant use shall be limited to 9,000 square feet of seating area.
 5. First floor uses shall be limited to retail and/or restaurant.
 6. Prior to a building permit, the applicant shall be required to enter into an agreement approved by the City for temporary and permanent right of way encroachments.
 7. Temporary closure of the City-owned alley shall require Staff approval.
 8. Accessory retail sales of tobacco shall be limited to cigar and cigar accouterments.
 9. Signage shall require Design Review Board approval for scale as well as aesthetics.
- The applicant is requesting consideration of approval of a height variance in order to allow a building 67' in height and a parking variance in order to permit a mixed-use building with office, retail and restaurant within Historic Downtown. The applicant also seeks sign variances in order to allow a 12 sq. ft. sign instead of 8 sq. ft. permitted by code on the two sides and rear of the building.
 - The property is zoned C-2 and is currently occupied with an empty building and associated canopy previously used as a gas station. C-2 zoning permits heights up to 40 feet; however; the Downtown Masterplan recommends heights up to four (4) stories or 60 feet. The proposed building is four (4) stories with a height of 67 feet. There is also an elevator room at the top of the building in the center, which will not be visible from pedestrian level that is 9' in height. The building height includes a four (4) foot parapet, roof top structures in the northwest corner and a sky light structure with access to the rooftop terrace. Roof top structures are exempt from the height requirements. The setbacks comply with C-2 zoning and are 0' to the north along the public alley, 0' to the east along Main Street, 10' to the south and 15' to the west.
 - The applicant proposes to construct a mixed-use building, consisting of 9,500 square feet of restaurant and retail, 12,000 square feet of office and 7,000 square feet of space used for a private social club served by the restaurant.
 - The applicant will have temporary encroachments into the public alley as well as permanent encroachments underground for building footings. There will also be an above grade terrace/awning overhang 4' to the north and to the east and the applicant is requesting access from the alleyway to the basement.
 - A parking variance is requested for 46 spaces. 69 spaces are required for the proposed mix of uses based upon the Downtown Code parking requirements without accounting for a reduction of parking. The code requires the following:

Office –	3 spaces per 1,000 sq. ft.
Restaurant –	2 per 1,000 sq. ft.
Retail-	2 per 1,000 sq. ft.
Gather Place/club	2 per 1,000 sq. ft.

- The 2015 Downtown Code requirements replaced the City's Historic Downtown Incentive Zoning, which was adopted in 2005 and permitted exemptions from the City's code required parking for uses other than office.
- The applicant is proposing to satisfy parking requirements with existing parking and with a contribution to the Downtown Parking Fund. The applicant has access to 50% of the existing parking, 21 of the total 43 spaces to the south and west via the tri-party agreement between the City, 33 South Main and Jim Parsons. Two (2) parking spaces will be added as part of the construction; therefore, a variance for 46 spaces is requested. The adopted 2015 Downtown Code permits parking to be satisfied within 500 feet of a proposed site permitting the applicant to use the City-owned parking lot on Old Roswell Street to the west. However, Staff has determined the parking is not sufficient for the additional use and a variance request was required in order to limit the expansion and restaurant square footage, which generates the most vehicular trips and parking demand.
- Staff has reviewed the proposal and finds that the request can be supported by recommendations within the Downtown Master Plan. The Downtown Plan states the intent and purpose is for Downtown Alpharetta to be a focal point for high-quality mixed-use development. The parcel is within the area designated as the "Downtown Core", which permits a higher density and building height than other areas of the downtown. The adjacent building is approximately 24' in height at the top of the parapet; however, buildings of varying height within downtowns can create a more interesting street frontage as long as the pedestrian level has the highest level of ornamentation and building design standards and styles within a downtown tie the buildings together with a historic theme. Alpharetta Lofts and Teasley Place have been granted height variances to allow 60', but maintain the maximum of four (4) stories. For comparison, City Hall is 61' to the roof peak above the clock. To the top of the dome it is 86' and 90' to the top of the cupula cap. The City Center development will include a mix of 1- to 4-story buildings.
- The proposed building façade complies with the Alpharetta Downtown Design Guidelines, which outlines specific building style, ornamentation, massing as well as requiring higher ornamentation at the pedestrian level.
- The existing parking in downtown requires expansion in order to serve this use as well as additional growth in the downtown. It is difficult to provide onsite parking for small downtown parcels as it would limit density and in some areas, parcels would be purchased and developed solely for the purpose of surface parking. This could be a detriment to building connectivity and needed density along downtown streets.
- The City has budgeted over 7 million to construct additional parking in the downtown. The previous Historic Downtown Incentive Zoning contemplated the parking issue by offering developers the option of contributing to a parking fund, which would be used to build communal parking deck spaces. That document required half of the parking be provided on-site and the applicant could pay \$4,500 per space needed into a parking fund. In 2007, the new building at 44 Milton Avenue paid \$157,500 into the Downtown Parking Fund and in 2013 Alpharetta Lofts was required to pay \$66,000 for their portion of required parking. In 2014, Coro paid \$36,000 for their variance approval. If the Incentive Zoning were in place today, the applicant would be required to pay \$207,000 into the parking fund. Although the requirement no longer exists, the

applicant proposes to contribute \$350,000 into the parking fund. The old number of \$4,500 per space was low and based upon a surface parking space.

- The applicant's request to increase the permitted eight (8) square foot for signage on the sides and rear of the building can be supported, due to the multi-access nature of the building. However, the applicant's final signage design will require review by the Design Review Board. Because the applicant is requesting larger signage, the Board should also be tasked with reviewing placement and scale.
- Applicant, John Adams, came forward to provide a brief overview of this item

Public Comment

- Jim Parsons, 29&43 South Main St, Alpharetta, GA, came forward with his attorney to speak on this item
- ❖ Council Member Kennedy offered a motion to approve V-16-19 Liberty Hall/Main Street with the 9 staff conditions
 - The motion received a second from Council Member Mitchell
 - The motion was approved 5-0

C. MP-16-04/CU-16-04 Nail Seasons/Twin Oaks/Preston Ridge

- Senior Planner, Michael Woodman, came forward to present this item
- Staff recommends approval of MP-16-04/CU-16-04 Nail Seasons/Twin Oaks/Preston Ridge subject to the following conditions:
 1. 'Nail Salon' shall be added as a conditional use at 3450 Old Milton Pkwy, Suite 100.
 2. Conditional use approval shall be limited to Nail Seasons & Tan, Inc.; no additional nail salon businesses or subleasing shall be permitted within the approved space.
 3. No services, such as waxing and massage, shall be permitted.
 4. Hours of operation shall be limited to Monday through Sunday from 9:30 AM to 4. 8:00 PM.
 5. Neon window signage within the permitted 20% shall be limited to one 'OPEN' sign.
- The applicant, Nail Seasons & Tan, Inc., is requesting a conditional use permit and master plan amendment to allow 'Nail Salon' at 3450 Old Milton Parkway, Suite 100. The property is zoned CUP (Community Unit Plan) and is part of the Preston Ridge Master Plan, Pod B.
- The submitted request, if approved, will permit the applicant to provide nail salon services in a 2,101 square foot suite within an existing shopping center. Manicure and pedicure services are the only services proposed by the applicant.
- The subject property is located at the northeast corner of Old Milton Parkway and North Point Parkway. The property is zoned CUP (Community Unit Plan) and is located in Pod

B of the Preston Ridge Master Plan, which allows 'Nail Salon' as a conditional use.

- There are no other 'Nail Salon' uses in the Twin Oaks shopping center. However, Amie Hair and Nails is located at 4000 North Point Parkway, a distance of approximately 410 feet from the subject property. In addition, Hollywood Manicure & Spa (3630 Old Milton Parkway) and SOAK Nail and Body Lounge (3710 Old Milton Parkway), a distance of approximately 2,100 feet and 2,750 feet, respectively, from the subject property.
- The applicant states that they have been in business for 10 years and currently operate a Nail Seasons & Tan, Inc. location in the Alpharetta Commons shopping Center, located at 4305 State Bridge Road, Suite 106, Alpharetta, Georgia. The applicant intends to relocate the existing business to the Twin Oaks shopping center, pending approval of the conditional use permit and master plan amendment.
- Staff's analysis finds that the requested conditional use and master plan amendment is not in conflict with the established standards and should have little impact on the area. The proposed use would be compatible with the surrounding retail uses and other locations for this business, which are similarly situated within retail shopping centers. However, conditions should be established as part of this application that regulate and limit an expansion of services.
- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent, as well as, notification of a public participation meeting. The report states that no comments were received.
- This item was heard at the July 13th Planning Commission meeting. After discussion, the Planning Commission voted unanimously to recommend approval of the request subject to staff conditions.
- Ethan Underwood came forward as the attorney on behalf of the applicant

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve MP-16-04/CU-16-04 Nail Seasons/Twin Oaks/Preston Ridge subject to the 5 staff conditions
 - The motion received a second from Council Member Owens
 - The motion was approved 6-0

D. MP-16-10/CU-16-05 iNails/SPA Services

- Senior Planner, Michael Woodman, came forward to present this item

- Staff recommends approval of MP-16-10/CU-16-05 iNails/North Point Village/Nail Salon & Spa Services subject to the following conditions:
 1. 'Nail Salon' and 'Spa Services' shall be added as a conditional use at 7300 North Point Pkwy, Suite 104A.
 2. Conditional use approval shall be limited to the iNails Salon & Spa; no additional nail salon/spa businesses or subleasing shall be permitted within the approved space.
 3. Hours of operation shall be limited to Monday through Saturday from 9:30 AM to 8:00 PM and Sunday 12:00 PM to 6:00 PM.
 4. Neon window signage within the permitted 20% shall be limited to one 'OPEN' sign.
- The applicant, iNails Salon & Spa, is requesting a conditional use permit and master plan amendment to allow 'Nail Salon' and 'Spa Services' for a business located at 7300 North Point Parkway, Suite 104A (North Point Village I).
- The submitted request, if approved, will permit the applicant to provide nail salon services in a 3,295 square foot suite within an existing shopping center. In addition to a nail salon, the applicant's business also offers services such as facials, waxing, and massage.
- The subject property is located on the south side of North Point Parkway, just west of Encore Parkway. The property is zoned PSC (Planned Shopping Center) and is located in Pod 6 of the Regency Park Master Plan, which allows 'Nail Salon' and 'Spa Services' as a conditional use.
- Because the applicant provides massage and waxing services in addition to nail services, the use is also categorized as 'Spa Services'. Unified Development Code (UDC) Section 1.4.2 defines 'Spa Services' as follows:

"A business that provides services, which may include non-medical massage, other personal services such as skin, nail, hair treatments, and hair removal/waxing, and may have the sale of associated retail products. Such business shall be located within a retail center, shall not occupy more than 4,000 sq. ft. and shall not be closer than 2,000 ft. to a comparable business."
- There are no 'Nail Salon' uses in the North Point Village I shopping center and the nearest is located at 7391 North Point Parkway, which is approximately 1,150 feet away. Lucky Golden Touch provides massage services at 1000 North Point Circle (North Point Mall) and is located approximately 2,850 feet away from the subject property.
- The applicant states that they have been in business for over 30 years and currently operate an iNails Salon & Spa location in the Perimeter Center area, located at 1165 Perimeter Center W, Suite 305, Sandy Springs, Georgia.
- Staff's analysis finds that the requested conditional use and master plan amendment is not in conflict with the established standards and should have little impact on the area. The proposed use would be compatible with the surrounding retail uses and other

locations for this business, which are similarly situated within retail shopping centers. However, conditions should be established as part of this application that regulate and limit an expansion of services.

- The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.
- This item was heard at the July 13th Planning Commission meeting. After discussion, the Planning Commission voted unanimously to recommend approval of the request subject to staff conditions.
- Steve Cooper, came forward to field questions posed by Mayor and Council on behalf of the applicant

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve MP-16-10/CU-16-05 iNails/SPA Services subject to the 4 staff conditions
 - The motion received a second from Council Member Merkel
 - The motion was approved 4-2; Belle Isle and Binder voting no

E. V-16-15 Old Milton Pky/Office

- Director of Community Development, Kathi Cook, came forward to present this item
- Staff recommends approval of V-16-15 Office/Old Milton Parkway variance subject to the following conditions:
 1. Site plan shall be substantially as submitted by the Contineo Group dated 7/18/2016 with final approval by Staff.
 2. The required ten percent open space required for O-I may include the gazebo feature; sidewalks shall not be included within the calculation. Open space requirement shall be satisfied and approved by Staff prior to approval of tract subdivision.
 3. Every effort shall be made to save specimen Water Oak. If tree is removed than a minimum 18" Oak shall be incorporated within the required site open space prior to a Certificate of Occupancy for any building. Location and a required tree care plan shall require Staff approval.
 4. The 20' landscape strip shall be enhanced with landscape material above the Code requirement to provide a vertical screen adjacent to the parking area with final approval by the Design Review Board. Decorative pedestrian lights shall be required along frontage.
 5. Office building (Building Pad A) shall have an entrance (door, windows, etc.) facing Old Milton Pkwy and shall have a minimum height of 24'.

6. Office buildings shall incorporate decorative foundation plantings with final approval by Design Review Board. Foundation plantings shall be in addition to the required landscape strip plantings.
 7. Building materials shall be primarily masonry. In an effort to break up the wall, all elevations shall include windows and other architectural elements, as approved by the Design Review Board.
 8. The southern portion of the property must include perimeter landscaping (trees and shrubs) and be sodded until such time that it is developed.
 9. The 5' landscape strip on the west side of the property shall be enhanced with shrubs, in addition to the required trees.
 10. The northwest corner of the site shall include enhanced landscaping to create an entry feature. A monument sign may be included in this area.
 11. Signage shall be limited to 1 wall sign at 1 sqft to 1 linear and 1 six foot tall monument 32sqft max(non illuminated).
- The applicant, D&G Acquisition, LLC, is requesting approval of front setback variance in order to allow a 20' front landscape strip instead of the required 65' front setback. The applicant also seeks approval to subdivide the property.
 - The .82 acre subject property zoned O-I, is located on the south side of Old Milton Parkway west of Northwinds Parkway. The Reeder Law Firm currently occupies the property. The applicant is proposing to construct a 4,506 square foot office building on Building Pad A and a similar size building on Building Pad B. The applicant is requesting a front setback variance in order to locate the building 20' from Old Milton Parkway which limits visible parking along Old Milton Parkway.
 - The office uses are permitted by right however a 65' front setback is required along Old Milton Parkway. Variances to allow 15' setbacks along Old Milton Parkway have been previously approved for the buildings to the west of the site. Approval would be in keeping with the building line along Old Milton Parkway.
 - The applicant is also requesting approval to subdivide the property which requires the variance from the 5' landscape strip requirement and minimum lot O-I size. The request is order to avoid a ground lease and establish a separate ownership.
 - The property to the west and south is located within Parkway 400; property to the east is owned by North American Properties and is not included within this application.
 - The site plan does not depict a tree save area and the applicant has been working with Staff to determine feasibility of saving the 36" oak. The proposed grading would require an excess of fill over the critical root zone as well as the construction of walls. It should be noted that the grading on site isn't impacted with the variance request and approval of the variance is not a detriment to the tree. In fact approval allows more flexibility to the move the building. If the tree cannot be saved, the applicant has indicated that a large 15" – 18" Oak will be planted within the required open space with benches and ornamental plantings added.

- Staff has reviewed the application and is in general agreement with the request. An office or bank use is permitted by right on the property without a public hearing. The applicant is proposing to bring the building forward in order to avoid a continuous line of parking along Old Milton Parkway. The applicant has worked diligently to review options to incorporate the large specimen tree onsite and if the grades cannot work to limit impacts on the tree then a large 18" tree should be required in order to provide an immediate shade benefit.
- The applicant could revise the plan and submit for a land disturbance permit with the building meeting the 65' front setback. However, Staff preferred a plan that moved the building closer to Old Milton Parkway and limited parking visibility along Old Milton Parkway. Variances have been given to the two buildings west of the site in order to allow 15' setbacks. The site is the only location along Old Milton Parkway with a reduced landscape strip which should be avoided in future approvals. Also the buildings to the west do not provide entrances from the street which should be required.
- The Design Review Board provided a cursory review of the site and requested that awnings be added to the building and that the pedestrian seating area at the street include heavier landscaping. They also requested the applicant break up the elevations with more architectural off sets, elements or materials. The applicant will be required to return to the Design Review Board for approval.
- The applicant notified surrounding property owners of their application and intent for the property. The report states that no comments were received.
- Den Webb came forth on behalf of the applicant

Public Comment

None

- ❖ Council Member Kennedy offered a motion to approve subject to the 10 staff conditions which should read as follows:
 1. Site plan shall be substantially as submitted by the Contineo Group dated 7/18/2016 with final approval by Staff.
 2. The required ten percent open space required for O-I may include the gazebo feature; sidewalks shall not be included within the calculation. Open space requirement shall be calculated as per code and approved by Staff prior to approval of tract subdivision.
 3. All reasonable efforts shall be made to save specimen Water Oak shown as Tree 8 on the tree survey submitted with the application. If that tree is removed then it shall be replaced by one (1) Live Oak with a minimum Caliper of approximately 15"-18", with final approval by Staff. This replacement tree shall be incorporated within the required site open space prior to a Certificate of Occupancy for any building. Said tree shall generally be located in the northwest corner of Building B. Final location and a required tree care plan shall require Staff approval.
 4. The 20' landscape strip shall be enhanced with landscape material above the Code requirement to provide a vertical screen adjacent to the parking area with final approval by the Design Review Board. Decorative pedestrian lights shall be required along frontage.

5. Office building (Building Pad A) shall have an entrance (door, windows, etc.) facing Old Milton Pkwy and shall have a minimum height that exceeds the adjacent office building to the west and an architectural feature with a minimum height of 24'.
 6. Office buildings shall incorporate decorative foundation plantings with final approval by Design Review Board. Foundation plantings shall be in addition to the required landscape strip plantings.
 7. Building materials shall be primarily masonry. In an effort to break up the wall, all elevations shall include windows and other architectural elements, as approved by the Design Review Board.
 8. The southern portion of the property must include perimeter landscaping (trees and shrubs) and be seeded until such time that it is developed.
 9. The 5' landscape strip on the west side of the property shall be enhanced with shrubs, in addition to the required trees.
 10. The northwest corner of the site shall include enhanced landscaping to create an entry feature. A monument sign may be included in this area.
- The motion received a second from Council Member Owens
 - The motion was approved 5-1; Mitchell voting no

F. PH-16-08 Unified Development Code - Text Amendments

Consideration of text amendments to the Unified Development Code including Spa Services, as well as other amendments

This item has been deferred by Staff and will not be heard on July 25, 2016.

VI. NEW BUSINESS

A. Roof Repair/Replacement and Wall Restoration at multiple City Facilities

- Director of Recreation and Parks, Mike Perry, came forward to present this item
- The award of this contract is for roof repair/replacement and wall restoration at multiple city facilities and includes the following summarized scopes-of-work:

Recreation and Parks Facilities

- Crabapple Government Center

Masonry Walls Restoration (5,000 sq.ft.; 10-year warranty)

Windows at Brick Wall Sealing

- Equestrian Center Lower Show Office

Comprehensive Exterior Rehabilitation and Waterproofing (2,500 sq.ft.; 10-year warranty)

- Cogburn Road Park

Comprehensive Exterior Rehabilitation and Waterproofing (2,500 sq.ft.; 10-year warranty)

- North Park Fields (1-4) Concessions

Comprehensive Exterior Rehabilitation and Waterproofing (4,000 sq.ft.; 10-year warranty)

Tear-off and Replacement of Shingle Roof (2,000 sq.ft.; 30-year warranty)

- North Park Fields (1-4) Pavilion

Tear-off and Replacement of Shingle Roof (3,000 sq.ft.; 30-year warranty)

Public Safety Facilities

- Jail Facility

Roof replacement (15,000 sq.ft.; 30-year warranty)

- While the age of the roofing sections vary by location, many have experienced leaking and moisture infiltration and need corrective measures. The goal is to address these moisture issues now while they are relatively minor and have not resulted in significant damage (e.g. large areas of wet insulation and interior damage) which increase repair costs dramatically and can result in unsafe playing conditions within our recreation facilities.
- 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.
- Garland's low-quote subcontractor is SafeShield Roofing Inc. for the Recreation and Parks scope and Roof Options Inc. for the Public Safety scope.
- The FY 2017 Adopted budget includes funding totaling \$275,000 for this project. The submitted quotes total \$281,139 requiring additional funding totaling \$6,139 ($\$281,139 - \$275,000 = \$6,139$ in additional funding needed). As noted above, the project is being fully funded through a reallocation of appropriations between the Public Safety and Recreation and Parks roof repair/replacements accounts as well as a reallocation of available funding within the Webb Bridge Park Erosion Control and Repaving account. After this reallocation, the Department will have sufficient funds remaining in the Webb Bridge Park Erosion Control and Repaving project to meet its goals.

- The City has used Garland for multiple roof repair/replacement projects including roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.), roof replacements for Fire Stations 1, 3, and 4, and has found their work, products and responsiveness to be exceptional. Once a contract with Garland has been finalized and executed, completion of all three projects 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 Binder offered a motion to award a contract for the repair/replacement of roofs and wall restoration at multiple city facilities to Garland/DBS, Inc.(under the competitively procured US Communities contract #14-5903) in the amount not to exceed \$281,139 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Owens
 - The motion was approved 6-0

B. Proposed Change To City Code: Board Attendance Policy

- Assistant City Administrator, James Drinkard, came forward to present this item
- The City of Alpharetta's citizen boards and commissions provide an invaluable service to our community. These bodies bring together citizen viewpoints which might otherwise not be heard, provide citizens of wide-ranging backgrounds an opportunity to be directly involved in local government, and sometimes serve as a training ground for citizens who have future interest in holding local elected office. The advice offered by our boards and commissions is invaluable during the decision-making process, and the careful study and recommendations provided by the citizens who comprise these bodies has been an important factor in the success of the Alpharetta community.
- It is a generally held belief that participation requirements at meetings by appointed members of the City's boards and commissions is set forth in City Code. In fact, over the years there has often been reference made to a "three meeting rule" that stipulates that no member of a board or commission may miss more than three consecutive meetings. A review of the City Code will reveal, however, that no such rule exists and that there is no set guidance for meeting participation or attendance by board and commission members.
- So that the expectations of appointing Council Members with respect to meeting attendance can be clearly defined and so that a uniform standard can be applied to all board and commission members, it is recommended that Chapter 2, Article III of the City Code be amended so as to stipulate attendance requirements. The recommended language would be as follows:

"A Board Member or Alternate who misses more than 25% of scheduled meetings, absent an excusable medical issue, within a twelve month period shall be considered inactive and the remainder of his/her term shall be filled by a new Board Member in the same manner as the original appointment."

- City Attorney, Sam Thomas, read the Ordinance aloud constituting a first reading

Public Comment

- Don Nahser, 305 Karen Drive, Alpharetta, GA, came forward to speak on this item
- ❖ Council Member Kennedy offered a motion to approve the Ordinance
 - The motion received a second from Council Member Mitchell
 - Council Member Owens clarified that comments made by Council would be incorporated into the Ordinance before 2nd reading
 - The motion was approved 4-2; Merkel and Binder voting no

VII. PUBLIC COMMENT

None

VIII. REPORTS

- Council Member Binder commended the Department Public Safety and Officer Amanda Clay for the success of the recent "I Can Bike" Program.

IX. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Merkel offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Mitchell
 - The motion was approved 6-0

The Alpharetta and Old Milton County History Museum Development Draft 07.16

Central Feature: Multimedia interactive (exhibit overview)

Video overview: Series of projected historic and modern era maps (some with animations), pushbutton activated. Text explains on monitor above.

Intro loop:

From its earliest days, Alpharetta has undergone as many as 10 governmental changes in nations, territories, and counties, all without changing its GPS coordinates by a single digit. Use the map below to see who “ruled” Alpharetta and when.

Map-cued Texts:

- 1) Before Europeans arrived in North America in the 1500s, Mississippian-era chiefdoms controlled the southeast. Many townships had huge earthen mounds. Two ancient mound sites (Etowah and Ocmulgee) lie within 100 miles of Alpharetta, and another (Summerour) is submerged under Lake Lanier.
- 2) Cherokee or British? When English colonists founded Georgia in 1732, the Cherokee Nation occupied most of north Georgia. But King George II of England claimed all the land from coastal Georgia west to the Pacific Ocean!
- 3) In 1776, the 13 colonies issued a Declaration of Independence from Great Britain. The Alpharetta area became part of the new state of Georgia in the new United States of America. However, the Cherokee Nation did not agree.
- 4) In 1811, after years of strife, the state of Georgia pushed the Cherokee Nation into smaller territory in the hilly lands north of the Chattahoochee River. In this landscape, the Alpharetta area was part of the Cherokee Nation.
- 5) By 1831, Georgia had taken over the Cherokee Nation and converted its land, including the Alpharetta settlements, into a vast area named Cherokee County.
- 6) In 1832, Georgia divided Cherokee County into 10 smaller counties. The Alpharetta area remained within the new, downsized Cherokee County.
- 7) On March 23, 1858, parts of southern Cherokee, east Cobb, and southern Forsyth counties were sliced off to create Milton County. The county seat, first named Milton, was renamed Alpharetta on July 17, 1858.
- 8) In 1859, Milton County expanded, gaining land south of the Chattahoochee River from DeKalb and Gwinnett counties.
- 9) In 1860, Milton County annexed more land from Forsyth County.
- 10) On January 18, 1861, Alpharetta, Georgia, was located in the county of Milton in the United States of America. On January 19, 1861, the state of Georgia voted to secede from the United States. Until the Confederate States of America was officially established by a provisional constitution on February 7, 1861, the state of Georgia – and the City of Alpharetta – could be considered places without a country. (Legally, the

United States government rejected the southern states' secession and refused to recognize the C.S.A.)

- 11) By surrendering to the Union armies in the spring of 1865, the C.S.A. and all its states, counties, and communities once again became part of the United States of America.
- 12) In 1932, in the throes of the Great Depression, Milton County staved off bankruptcy by merging with Fulton County. Alpharetta lost its status as county seat.
- 13) Today the City of Alpharetta remains an incorporated municipality in Fulton County, Georgia, U.S.A.

Images: Need maps for illustrating each of these stories

Perimeter wall exhibits with graphics, interactives and display cases

Era 1 – Before 1858

Panel 1: vertical column (section intro)

Early Days

Listen! The wind blows softly through tall oak and chestnut trees. A white-tailed deer glides silently through the forest. A hunter from a nearby village follows, his weapon in hand. With luck, the families will dine on roasted venison this evening.

By the time English settlers started a colony on the Georgia coast in 1732, tribal people had been living here for thousands of years. But to the English, accustomed to neatly plowed fields, big manor houses, and crowded cities, this “New World” appeared to be a wild and unclaimed place. Disregarding tribal territories and boundaries, they claimed a vast colony for their leader, King George II. Within 100 years, the newcomers would oust the native people and take over their land.

One chapter of this story happened here, in this very place: Alpharetta.

TRILON 1 (3-sided rotating typical graphic interactive)

People:

In 1838, after years of strife, Cherokee families who had lived here for generations were forced from their homes and marched westward to Oklahoma on the infamous “Trail of Tears.” White settlers rushed in, mostly from other parts of Georgia and the southeast. Many were third- or fourth-generation Americans of Scots-Irish or English ancestry. You can still find their names in Alpharetta today: Arnold Mill Road, Dinsmore Lake, Morton’s Crossroads, Nesbit Ferry Road, Rainwater Road, Spruill Mill Road, Webb Bridge Road, and many more.

Government:

Shortly after taking control of the Cherokee Nation, the state of Georgia renamed the area Cherokee County. A year later, Cherokee County was carved into ten smaller counties, each with its own county seat. The area now called Alpharetta became part of the smaller version of Cherokee County.

Image: Map showing the ten counties – Cass (now Bartow), Cherokee, Cobb, Floyd, Forsyth, Gilmer, Lumpkin, Murray, Paulding, and Union.

Livelihoods:

How do you make a living in a place called Farm House? You farm! In the 1850s, the best-known settlement in this area was a farming community called Farm House. Largely self-sufficient, Farm House had a gristmill for grinding flour and corn, a sawmill to plane logs for buildings, a post office, and a general store.

The women of Farm House, like other women in pioneer communities, handled all the domestic chores of daily living, including gardening, cooking, preserving foods, spinning thread and sewing, cleaning and laundering, and bearing and caring for a typical family of 8 to 10 children.

Large Artifact:

- *Spinning wheel*

Caption beside spinning wheel:

Using wooden spinning wheels powered by peddling, pioneer women spun their own thread and made most of the family clothes.

Monumental type/header words:

OLD-GROWTH FORESTS. GIANT CHESTNUT TREES. WILD GAME. FREEDOM. ABUNDANCE.

Quotation:

"...All the Soils, Grounds, Havens, Ports, Gulfs, and Bays, Mines as well Royal Mines of Gold and Silver, as other Minerals, Precious Stones, Quarries, Woods, Rivers, Waters, Fishings as well as Royal Fishings of Whale and Sturgeon...[and] Pearls.....

--King George's Ownership Claims in Georgia Charter, 1732

Story 1:

New Echota

The Georgia Cherokees were a sophisticated, educated people who had their own constitution, capital city (New Echota), written language, and government. Some were wealthy planters who practiced Christianity and owned African American slaves.

However, some tribal members disagreed on the best way to deal with white settlers coming into their territory. Should they stick to Indian ways, or try to work within white people's laws? In the Treaty of New Echota, one group of Cherokees sold all Cherokee land to whites without agreement from the other group. The result was catastrophic: All Cherokees were driven from Georgia, and the betrayed group got revenge by killing the Cherokees who signed the treaty.

The Cherokee Indian presence lives on in many north Georgia place names, from the Etowah River to Four-Killer Creek. Both John's Creek and Chicken Creek are said to be named after Cherokee residents.

Image: List of names of Cherokee families and map showing Cherokee settlements

Story 2:

The Georgia Land Lottery

Suppose you could win a farm in the lottery? Would you try?

First, check your eligibility. The land lotteries were open to:

- white bachelors (men) 18 or older who had lived in Georgia at least three years;
- widows with children; and
- families of a husband, wife, and at least one child.

Single women? Sorry – you’re out of luck.

Between 1805 and 1832, about 100,000 people received land in the lottery for an average of 7 cents an acre. The state held three lotteries of Cherokee land in 1832, including the land in what is now Alpharetta. The lottery lands in the Alpharetta area were 40-acre “gold district” lots that sold for \$10 each – or 25 cents an acre.

Image: original Land Lottery deed with wax seal for Land Lot No. 811 dated August 3 1832.

Image: drawing of men around lottery barrel (New GA Encyclopedia)

Era 2 – 1858-1900

Vertical Panel 3: vertical column (section intro)

Alpharetta, the Milton County Seat

Imagine having to make a four-day trip to get to your county courthouse! If you lived in this area in the 1850s, you faced a rough overnight trip to Canton, the county seat, to get a marriage license, record a real estate deed, or probate your deceased father’s will. If you had to serve on a jury or defend yourself in court, you might have to stay in a hotel for days or weeks!

In 1857, the Georgia General Assembly solved this problem by creating the new county of Milton. Chartered on March 23, 1858, Milton County eventually gained land from nearby Cherokee, DeKalb, Gwinnett, and Forsyth. Its county seat was a new town near a Methodist Camp Ground about two miles from Farm House. First called Milton, it got a new name -- Alpharetta -- on July 17, 1858.

Why Alpharetta?

Nobody knows exactly why the Inferior Court of Milton County ordered the town of Milton renamed Alpharetta. And what does “Alpharetta” mean? The Greek word *alpha* means “first” – but *retta* has no meaning in the Greek language, although some speculate it was chosen to mean “town.” Another theory refers to an Indian maiden named Alpharetta or Alfaretta in a 19th-century play, poem, or song. Whatever its true meaning, Alpharetta, Georgia, appears to be the only Alpharetta in the entire world.

Trilon 3: (3-sided rotating typical graphic interactive)**People:**

The 1860 census for Alpharetta shows a population of 200 people, with 42 “heads of households” (men) in the city limits. The census also records where these men were born: 23 in Georgia, 12 in South Carolina, 2 in North Carolina, and 1 each in Virginia and Rhode Island.

In a shocking illustration of the devastation of the U.S. Civil War (1861-1865), the new city of Alpharetta lost half its population in its first decade. The 1870 census recorded only 126 residents. By 1880, the population had climbed to 164.

Image: List of original Alpharetta Lot purchasers in 1858 (handwritten with acreage)

Livelihoods:**The Job Market in Early Alpharetta**

Making a living in early Alpharetta was not easy, but some tasks are familiar. With a few adjustments for technology, early Alpharetta residents could probably find jobs in today’s economy. Take a look:

- Nine heads-of-household in the 1860 census worked in agriculture (8 farmers growing mostly cotton, 1 hired hand).
- Nine worked in construction (6 carpenters, 2 brick masons, 1 ditch-digger).
- Eight worked in the trades (3 blacksmiths, 2 tailors, 2 shoemakers, 1 mechanic).
- Six worked in government or business (5 government officials, 1 clerk).
- At least six worked in the hospitality, tourism, and food services industries (2 hotel keepers, 2 livery stable workers, 2 grocers).
- One each worked in the professions (1 doctor, 1 teacher).

Government:**Milton County, Georgia, U.S.A.**

In April 1858, the newly formed Milton County purchased 60 acres for its county seat. The county sold most of this land to new residents but kept 13.5 acres for county and city government. Plans for the new town included two 90-foot-wide streets, a brick courthouse, and a jail. A town charter gave the city the right to levy taxes on liquor and grocery stores, billiard halls, and entertainment venues.

The first report of the city trustees showed a balance of \$1,302.00 for fiscal year 1859. Unfortunately, this prosperity was not to last. Within three years of its founding, Alpharetta found itself the unwilling subject of a rebellious and war-torn country: the Confederate States of America.

Story 1:**The Bitter Toll of War**

When they were called to the state capitol in Milledgeville in 1861, state representatives from Milton County voted against Georgia's secession from the United States. In this hilly northern county, few farmers depended on enslaved workers. Going to war for the Confederate States of America seemed an unnecessary risk.

Larger, slave-holding counties overruled Milton's objections. In January of 1861, Georgia became the fifth state to secede from the union.

A total of 128 Milton County soldiers died in the Civil War, while 116 were wounded and 120 were captured. As a young soldier's letter from the front makes clear, for Alpharetta's enlisted men, war was hell:

"...Sandy Morris got his leg broke below his knee and will have to be cut off, I reckon. Ben Morris got his left arm broke below his elbow. I would like for you to tell Mrs. Morris about her boys. Monroe Emory got his right eye shot out, and the doctor says he will get over his wound."

The letter-writer, S.G. Crisler of Milton County, was killed in the Battle of Manassas in Virginia on September 5, 1862. Three of his brothers also died during the war.

Image: John Rucker, manuscript of the letter

Story 2:**Assessing the Damage**

At war's end, residents in Alpharetta and Milton County faced not only personal losses, but economic and political losses as well.

- On their march through Georgia, Union raiders dropped by to burn jury records stored in the county courthouse.
- Because the county was broke, citizens were advised to turn to Sunday Schools to educate their children.
- The cotton trade was destroyed by the war. The Union Army grabbed farm property as well, including mules, horses, cattle, chicken, and vegetables. Men who made it back home had to revive farms with no seed stock, no cows, no chickens, and no money.
- Returning soldiers had to sign an Oath of Loyalty to the United States before their rights as citizens would be restored.

Image: Loyalty Oath, soldiers in uniform

Story 3:**Rebuilding a War-Torn Community**

By the 1870s, Alpharetta had begun to rebuild.

- In 1871, 46 Alpharetta citizens invested funds to start Alpharetta Academy. Although the building burned in 1934, its legacy lives on in Academy Street behind the city hall.
- In 1867, newly freed African Americans in the Alpharetta area formed a one-room church on Cumming Street. Today St. James United Methodist Church occupies a modern facility on Webb Bridge Road.
- For the first time, the official census of 1870 listed not only whites, but also six citizens who were African American.
- By 1879, the Milton County had recovered enough to build a new courthouse. This handsome brick building survived until 1955.
- In the 1890s, the state of Georgia began levying personal property tax to fund public education. For Milton County, these funds meant new public schools (including a segregated school for African Americans) in Alpharetta and surrounding towns.

Images and Artifacts: school photos/classes, school desk, old school books

Monumental Words:

OPTIMISM. JUBILATION. PERSEVERANCE. SORROW AND LOSS.

Quotation:

"We buried our dead this morning; we do not know how soon it will fall to some of the rest of our lot to have to fall on the battle field. I hope you will remember us. I hope the time will come when we shall meet again in peace and if we don't meet in this world I hope we will meet in a better world than this."

Letter home, June 26, 1862, by S.G. Crisler

Audio Station:

Dramatic readings of letters and diaries from this era.

ERA 3 – 1900-1940**Vertical Panel 4: vertical column (section intro)****A Small Town Prospers... for a While**

At the turn of the 20th century, downtown Alpharetta was a lively place. Hotels and boarding houses catered to traveling judges, lawyers, jurors, young unmarried teachers, and “drummers,” or traveling salesmen. Grocery and clothing stores, the *Alpharetta Free Press* newspaper, the Milton County Bank, and other businesses kept residents supplied with food, fashions, news, and more.

Then a fire swept through the downtown, burning the newspaper office and some of the stores. The next wave of buildings, constructed between 1904 and 1915, were made of brick and concrete. Some of these sturdy buildings still stand today, filled with popular restaurants and shops.

In 1917, the United States sent troops “Over There” to help European allies fight the Great War (now known as World War I). By the 1920s, worldwide optimism over the war’s end made stock markets soar. New technologies – electricity, cars, telephones, radios, airplanes -- changed people’s lives.

Then came Black Friday. On October 29, 1929, the New York Stock Market crashed, causing a worldwide financial panic and starting the Great Depression.

For the next ten years, the Great Depression profoundly affected Georgians’ lives, from Alpharetta to Omega and everywhere in-between.

Trilon 4: (3-sided rotating typical graphic interactive)**People:****Serving in the Great War**

The June 7, 1917, edition of the *Milton County News* listed 506 young men subject to military draft. At the time, Milton County had about 6,700 people. These 500 able-bodied young men represented a substantial part of the adult male workforce.

In one of the great tragedies of the World War I era, many soldiers were exposed to poisonous nerve gas. Among them were four men from Alpharetta. One Alpharetta nerve gas survivor, Andy Wood, was unable to live on his own after the war and boarded in the Webb Hotel on Milton Avenue for much of his adult life.

Livelihoods:**Alpharetta’s Cotton: First Tall, Then Rotten**

In 1911, an Alpharetta farmer introduced “Broadwell’s double-jointed cotton,” a new strain that yielded three times as much cotton as older plants. His giant cotton stalks were so famous that one, abloom with 715 cotton bolls, was installed in the Georgia State Capitol in Atlanta. Cotton fed three cotton gins, numerous warehouses, and several cotton brokers in Alpharetta, as well as four other cotton gins in nearby towns.

For decades, cotton had been Alpharetta’s tall and booming cash crop. Suddenly, with the arrival of a small, pesky insect, most of the South’s cotton was rotten. The boll weevil invaded and destroyed cotton crops from Georgia to Virginia to Texas. Many cotton farmers never recovered.

Artifact: Repro of giant cotton stalk

Government:

Goodbye Milton, Hello Fulton

For the fourth time in its brief history, Alpharetta was about to enter a new political arena. This time, Milton County faced potential bankruptcy.

As the Great Depression wore on and the boll weevil continued to munch its way through the cotton fields, tax revenues fell so low that the county could no longer maintain its roads and buildings or pay its employees, including schoolteachers. In a vote of 213 to 59, Milton County residents approved the county’s merger with Fulton County. On January 1, 1932, Milton County ceased to exist. And Alpharetta, created as a proud county seat, lost its position to the upstart City of Atlanta some 30 miles away.

Story 1:

Bankrupt! The Great Depression Hits Home

The Great Depression brought tremendous hardship. Milton County almost went bankrupt, and both banks in Alpharetta failed. People’s bank balances were wiped out – and the effects rippled throughout the community. One example: Cotton brokers and fertilizer companies no longer had money to buy the seed and fertilizer they usually sold to farmers on credit. With no seed to plant, farmers had no crops to sell.

President Franklin D. Roosevelt’s federal relief programs helped many Georgia families. In Milton County, the federal Works Progress Administration paid local workers to build the Milton High School vocational building and auditorium in 1936.

Image: AHS construction photos

Story 2:

Behind Closed Doors

Suffragists. Speakeasies. Moonshine. Jazz! Jim Crow. While the world economy soared and crashed, people in Alpharetta acted and reacted to – or resisted -- social change as well. Attitudes and privileges often related to gender, race, station in life, and religion.

- Demographically, Alpharetta residents remained overwhelmingly white, Protestant (mostly Methodist and Baptist), and native-born Georgians.
- Increasingly rigid “Jim Crow” laws across the Deep South restricted almost every aspect of African American life.
- After crusading for decades, American women won the right to vote on August 18, 1920.
- Prohibition became the law of the land from 1920 to 1933. Not surprisingly, not everyone agreed with the Temperance Movement to ban alcohol. In Alpharetta, more than one “bootlegger” made “moonshine” – illegal whiskey – back in the woods. Even after Prohibition ended, some continued to make and sell whiskey without paying taxes to the “revenueurs.”

Artifacts: Moonshiner set-up, jugs

- AHS has three jugs- two No 1 size, and one No 2 size.

Story 3: [some of these can be separate photo/artifact captions]

Good Times in Hard Times

Even in the middle of a worldwide economic depression, people in Alpharetta had great times. They danced and sang and fiddled, watched and played baseball, and enjoyed bowling and high school sports.

- Milton County native George Napoleon “Nap” Rucker pitched for the Brooklyn Dodgers in 1907, and some baseball historians even credit him with inventing the knuckleball! Nap’s nephew, Johnny Rucker, played for the New York Giants from 1941 to 1946.
- Thousands came to Alpharetta for the annual June Singing. Using the Sacred Harp songbook of early American church hymns, singers performed unaccompanied “shape note” singing. The tradition continues today.
- In 1934, a group of high school Future Farmers of America (FFA) club members built a log cabin on the edge of town. For many years now, the cabin has served as informal community center for dances, school field trips, and other social and educational activities.

Artifacts and images: baseball memorabilia, Sacred Harp songbooks, the fiddle, cabin artifacts.

Monumental Words:

DISMAY. FEAR. RESILIENCE. FORTITUDE. DETERMINATION.

Quotation:

“Our schools are just shacks in the fields with not an inch of paved roads to get to them.”

--Milton State Senator Louie Jones,
proposing a merger with Fulton County in 1932.

Audio Station:

Audio excerpts from several of the video oral histories with memories of the Depression: John Dorris, Billy Albertson, Sonny Hawkins, Hazel Reese – “plays” on antique radio.

ERA 4 – 1945-1970

Vertical Panel 5: vertical column (section intro)

A Small Town in a Changing World

On December 7, 1941, the Japanese bombed the U.S. naval station in Pearl Harbor, Hawaii. Armed with outrage, Georgia boys who had never been 100 miles from home shipped out to Europe or Asia. Women who had never earned a paycheck took jobs to replace absent men. People from all walks of life – African Americans, Hispanics, and Indians as well as many ethnicities of whites – joined the fight. The intensive military and home front war effort affected almost every facet of daily life.

When the war was over four years later, many of its economic, technological, and social changes remained. Post-war Americans became more mobile. More women worked outside the home. Commercial air travel, telecommunications, and mass production took off. Wartime marriages merged ethnicities and religions. African Americans’ military recognition abroad emboldened civil rights protests at home.

Despite world wars, international manufacturing, and mass communications, however, mid-century Alpharetta was still a small town where most people knew each other and left their doors unlocked.

Artifact: U.S. Navy uniform worn by Alpharetta resident (John M. Dorris) in WWII

Trilon 5: (3-sided rotating typical graphic interactive)

People:

Baby Boom!

The biggest population change brought about by World War II occurred naturally, as millions of young adults of child-bearing age reunited after wartime separations. The post-war baby boom began in 1946. In Alpharetta alone, the population swelled from 647 people in 1940 to 917 in 1950 and 1,349 in 1960. The pressure on local housing markets, school systems, and civic services could only grow.

Livelihoods:

Farm Work or Factory Life?

During and after the war, Alpharetta and other small towns around Atlanta began shifting from agriculture-based economies to manufacturing. More than 28,000 people went to work at the Bell Bomber Plant (the forerunner of today's Lockheed/Marietta), which opened in 1943 to help the war effort. Another big employer, the General Motors plant at Doraville, also offered good jobs for commuters from Alpharetta. Farming was still an important part of Alpharetta's economy, but times were changing.

Image: Bell Bomber plant interior

Government:

The Rationing Board

During World War II, the federal government issued ration tickets for scarce items like coffee, sugar, and gasoline. The local rationing board distributed the tickets from a room in the Webb Building on Milton Avenue. Although people knew rationing helped the war effort, they sometimes used a bit of creativity. To obtain enough sugar to sweeten a birthday cake, friends might pool their resources or hoard their tickets for months.

Images/Artifacts: rationing tickets (many to choose from)

Story 1:

The Backyard Chicken Coop

Wartime farmers were encouraged to grow chickens and turkeys to help feed the troops. In north Georgia, big chicken houses became a major revenue source for farmers. In Alpharetta, backyard chicken coops offered a small-scale version for minimal cost. Backyard farmers could raise baby chicks to maturity cheaply and then sell them or their eggs for a tidy profit.

Artifacts: feed scoop, bucket, basket, feed sacks, photos

Story 2:

Happy Days in Alpharetta

At Reese's Soda Shop on Main Street, the in-crowd of Milton High met every day after school to play pinball, slurp milkshakes, and snack on hamburgers and French fries. And with a coin in the jukebox, it was time to dance!

For variety, Alpharetta teenagers played croquet behind the courthouse, sneaked into the pool hall in the old Webb Hotel, or went with a date to the latest movie at the drive-in. The most important events in teens' lives, however, were high school ball games.

In fact, high school sporting events were the most important entertainment for Alpharetta adults, too, at both white and African American schools. With intense rivalries among high schools in small towns all over Georgia, the weekly games were attended by just about everybody in every small town.

Story 3:

I Heard It at the Barbershop!

For the latest town gossip in 1950s and 1960s Alpharetta, Hoke's barbershop was the place to be. The barbershop offered a shave and a haircut – and at least a week's worth of news and observation. As a special bonus, patrons often got to listen to the owner's own bluegrass band.

Monumental Words:

Maybe some war words: PEARL HARBOR. NORMANDY. DUNKIRK. THE BLITZ. GUAM. IWO JIMA. V-J DAY.

Quotation:

"Scrap metal and even foil from chewing gum wrappers were saved for the war effort. Shoes, meat, gasoline, oil, tires, coffee and many other products were rationed.... If you wanted a candy bar or pair of hose you stood in line and hoped these scarce items would be available by the time you reached the front of the line."

-- Anne Rogers Ferguson,
About Alpharetta

Audio/Video Station(s):

Music – some WWII music, some June Singing Sacred Harp music, and some cuts from the Hoke Barbershop bluegrass album – "plays" on old record player

Oral history videos – plays on vintage B&W TV

ERA 5 – 1970-Today**Vertical Panel 6: vertical column (section intro)****Alpharetta and the New South**

The fast pace of change in recent decades has had a tremendous impact on Alpharetta.

- Interstate 285, the freeway around Atlanta, opened in late 1969. Its northern arc made Alpharetta much more accessible from downtown Atlanta, Buckhead, and the Atlanta airport.
- A few years later, another freeway, Georgia 400, connected downtown Atlanta to north Fulton County and beyond.

These two big highways opened the door to major growth in Alpharetta. The city welcomed new subdivisions, chain stores, fast-food franchises, a new county library, and even the area's first liquor store.

Then... personal computers and cell phones arrived! These two amazing inventions connected people to the "world wide web" of the Internet – and suddenly, Alpharetta residents could do business anywhere. As Internet-based technology became faster and more reliable, the City of Alpharetta decided to focus on technology and out-compete other small cities in the region.

Millennial Alpharetta: 150 Years Strong... and Growing

Although some new residents may think they live in "north Atlanta," the City of Alpharetta celebrated its 150th birthday in 2008. Today, the city's technology infrastructure and quality of life attract leading technology companies and their customers from around the world. With a revitalized, modern city center and a solid tax base, Alpharetta city leadership works to preserve Alpharetta's unique history and meet residents' needs in the decades to come.

Trilon 6: (3-sided rotating typical graphic interactive)**People:**

Between 1970 and 2000, Alpharetta's population grew from 2,455 people to 34,854. The biggest increase came between 1980 (3,128 people) and 1990 (13,002 people), an increase of 315 percent. With population growth came diversity. From a small town whose residents were mostly white native Georgians, Alpharetta has evolved into a cosmopolitan population of highly skilled people from across the country and around the globe.

By 2014, Alpharetta's estimated population was more than 60,000 people.

Livelihoods:

Fortune 500 company or high-tech start-up? Real estate, financial services, or precision manufacturing? Hospitality, retail, or healthcare? Today Alpharetta's quality of life – and its technology infrastructure -- attract regional, national, and international companies requiring diversified skills. Employers in Alpharetta over the years include AT&T, McKesson, Equifax,

ADP, Siemens, UPS, Alcatel-Lucent, Microsoft, Cox Communications, and Verizon. The list grows and changes every year.

Government:

Did you know the City of Alpharetta has had a working mayor-and-council system of government since 1858? It's true! For decades Alpharetta has used innovative planning and zoning, economic development planning, and strategies to improve civic services for a growing population. For example:

- New fire stations, a full-time professional fire department, parks and greenspace, and other city services improve residents' quality of life.
- The Alpharetta Development Authority works to support and guide business growth in the city.

Story 1:

At Home in Windward

In the early 1980s, the first residents begin moving into Windward. This 3,400-acre Mobil Land Development project calls itself the first "live-work-play" community in Georgia. Located just off GA 400, 15 miles north of I-285 and 26 miles from downtown Atlanta – and significantly, within the city limits of Alpharetta -- Windward includes 40 different subdivisions housing 2,400 families. House prices range from \$200,000 to \$4 million.

With Windward as a benchmark, Alpharetta has become a nationally known destination for corporate employees who relocate to metro Atlanta.

Story 2:

Infrastructure for the Internet Age

Just at the point when Alpharetta's population really began to climb, IBM Corporation launched its first personal computer. This 1981 PC had 16 kilobytes of memory but no Internet connection or email. Meanwhile, an Atlanta-area entrepreneur invented an "external modem" that linked PCs to the Internet through an ordinary dial-up telephone line. Within a few years, more and more powerful Internet-linked PCs were everywhere.

Personal computers connected to the Internet soon had a tremendous impact on lifestyles in Alpharetta!

Artifacts: several early PCs? A Hayes modem? A slice of fiber optic cabling

Story 3:

Getting Ready for the Games

Reliable computing and Internet access were crucial in 1996, when the Atlanta region hosted of the Centennial Olympic Games. Alpharetta, already home to a growing high-tech industry, decided to install a powerful new technology infrastructure, fiber optic cabling, underground.

- Hundreds of miles of fiber optic cables were buried throughout the city.
- Redundant electric networks ensured uninterrupted computing.
- As metro Atlanta embraced fiber optic networks, key trunk lines converged – all underground – in Alpharetta.

As a hub for fiber optics networks connecting Atlanta and the southeast, Alpharetta soon laid claim to a new slogan: The Technology City of the South.

Story 4:

Let's Go Shopping!

In 1993, North Point Mall – one of the largest shopping malls in the U.S. at the time – opened within the city limits of Alpharetta. Today, a perennial attraction in Alpharetta is great shopping! From small, personalized boutiques to the mega-stores at North Point Mall, Alpharetta has it all.

Story 5:

[Proposed: Changeable photo essay showing newer arrivals in Alpharetta. Captions are examples for existing and future entries:]

Caption: The Verizon Amphitheater, opened in 2008, brings world-class entertainers to Alpharetta.

Caption: The modern Alpharetta City Hall complex opened in 2014. From its initial blueprints, the complex reserved a special space for the Alpharetta and Old Milton County Museum.

Caption: Who's meeting in Alpharetta this week? The Alpharetta Convention Center can attract visitors to the city from around the world.

Caption: Fine dining and comfortable hotels welcome visitors from far and near.

Caption: Innovative multi-use developments such as Avalon, which opened in 2014, bring thousands of new residents and new jobs to the city.

Monumental Words:

PLANNING. TECHNOLOGY. FIBER OPTICS. PROSPERITY. SHOPPING! QUALITY OF LIFE.

Quotation:

"I thought we needed a different approach to planning. In 20 years, all this land out here is not still going to be corn fields and cow pastures!"

--Jimmy Phillips, Mayor of Alpharetta from 1979 to 1996

Audio/Video station:

Changeable, modern flatscreen monitor for new video/slideshows and information

[END]

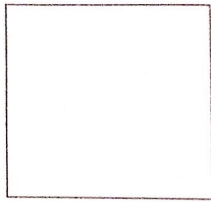
Alpharetta + Old Milton County History Museum

DESIGN DEVELOPMENT

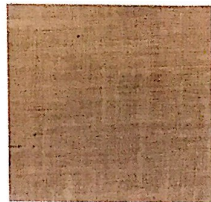
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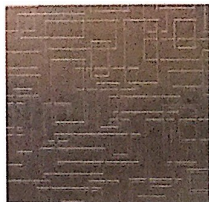
malone
design/fabrication



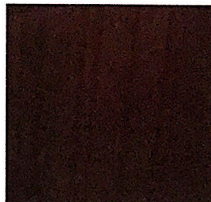
HPL-1
FROSTY WHITE 1573-60
WILSONART LAMINATE



HPL-2
LAMIN-ART
#501-U BLEACHED BURLAP
BURLAP FINISH



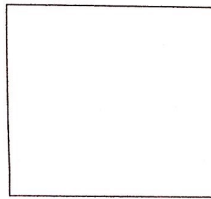
HPL-3
METAL-ART
628-MT INTERLINK
BRUSHED CHAMPAGNE



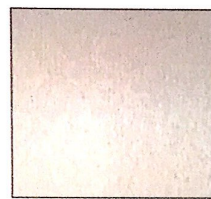
W-1
WOOD VENEER STAINED TO MATCH
EXISTING WOOD IN BUILDING



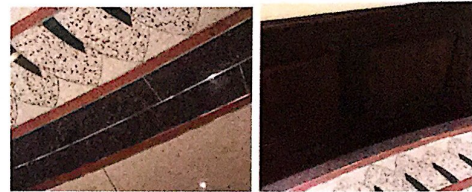
W-2
BIRCH PLYWOOD



P-1
ALABASTER 876
BENJAMIN MOORE



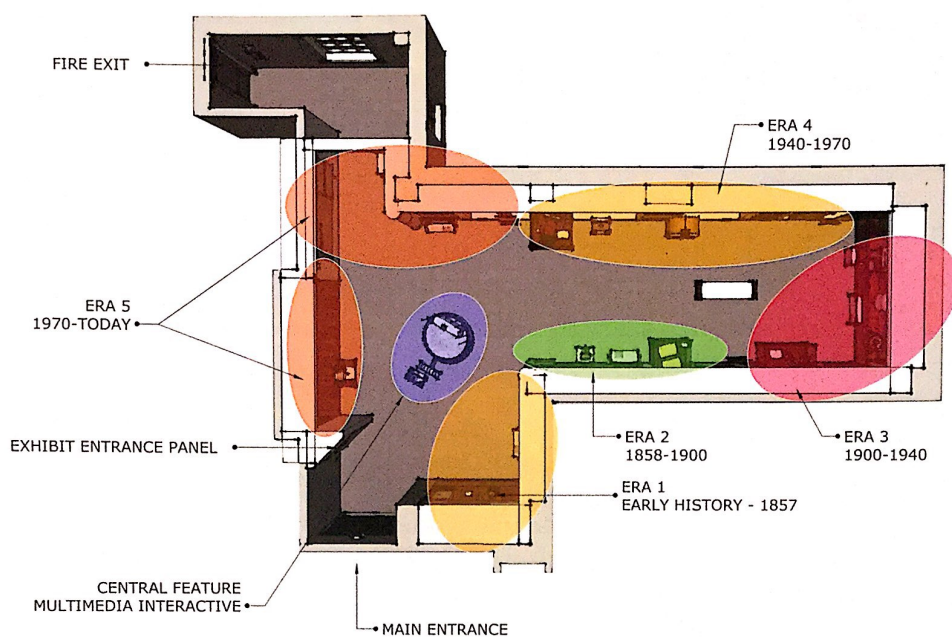
M-1
METAL TO MATCH EXISTING METAL
INLAY IN BUILDING



EXISTING BUILDING FINISHES

MATERIALS

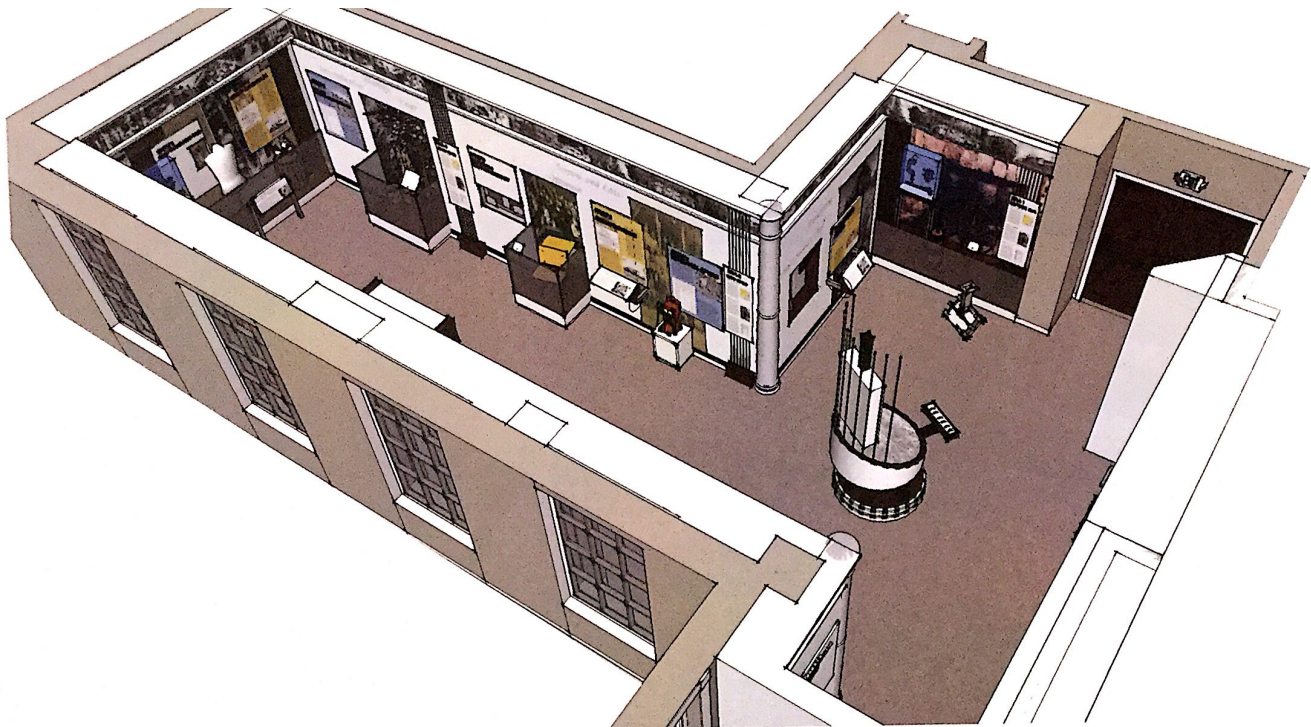
		
Alpharetta & Old Milton County History Museum		
DESIGN DEVELOPMENT		
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



The bubble plan view of the Alpharetta & Old Milton county history room shows the proposed layout of the room in a chronological sequence running to the right from the entrance way. Using a series of vignettes and artifacts, the exhibits lead visitors from Alpharetta's founding through pivotal events in history up to the 21st century.

PLAN

		Alpharetta & Old Milton County History Museum
design/fabrication		DESIGN DEVELOPMENT
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



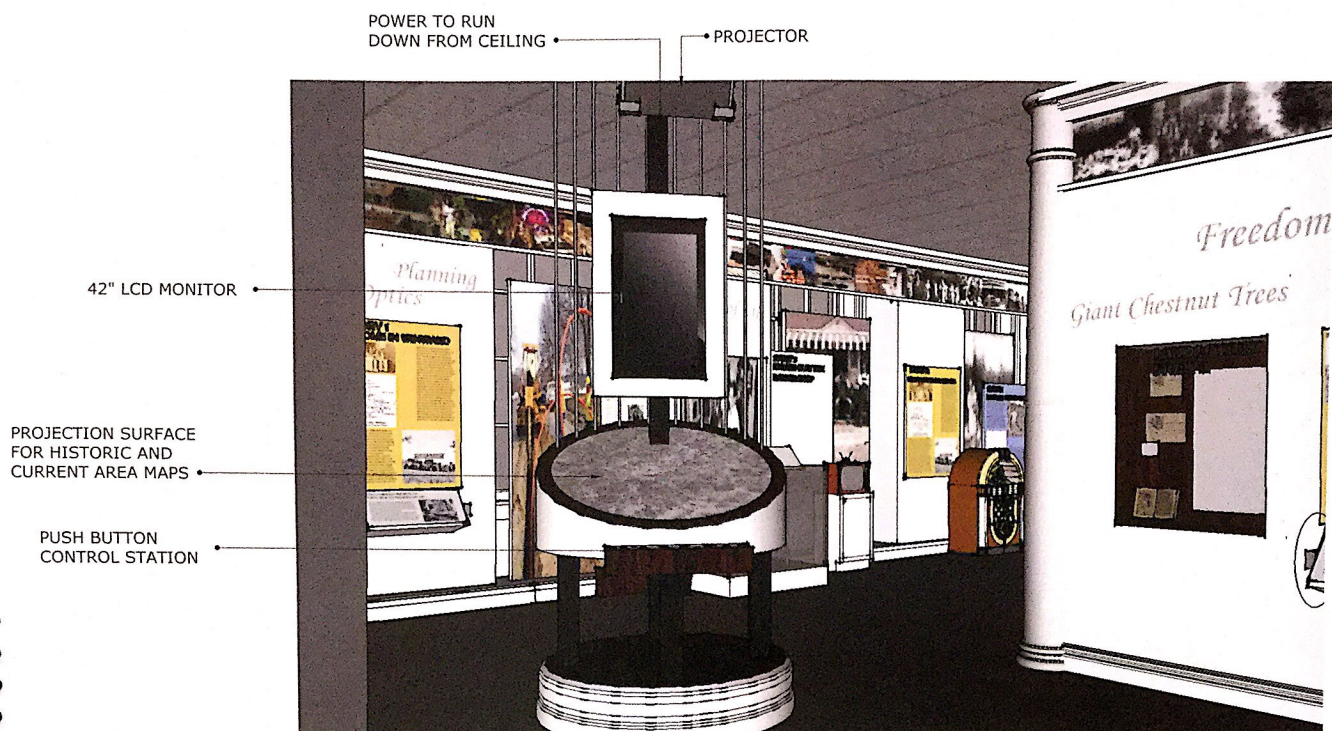
OVERHEAD VIEW 1 - UNLABELED

	Alpharetta & Old Milton County History Museum	
	DESIGN DEVELOPMENT	
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



OVERHEAD VIEW 2 - UNLABELED

		Alpharetta & Old Milton County History Museum
design/fabrication		DESIGN DEVELOPMENT
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



As visitors enter the history room, many will be drawn to a central interactive map station. Here, using several push-buttons, visitors can see the maps drawn and redrawn electronically, showing how county and city boundaries changed through the years. With each new map scenario, accompanying text appears on the video screen above. This central mapping element will illustrate and emphasize a central theme of the exhibit: how Alpharetta evolved from an early rural community, to a county seat, to the thriving city it is today.

INTERACTIVE MAP FEATURE PIECE

	Alpharetta & Old Milton County History Museum	
	DESIGN DEVELOPMENT	
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016

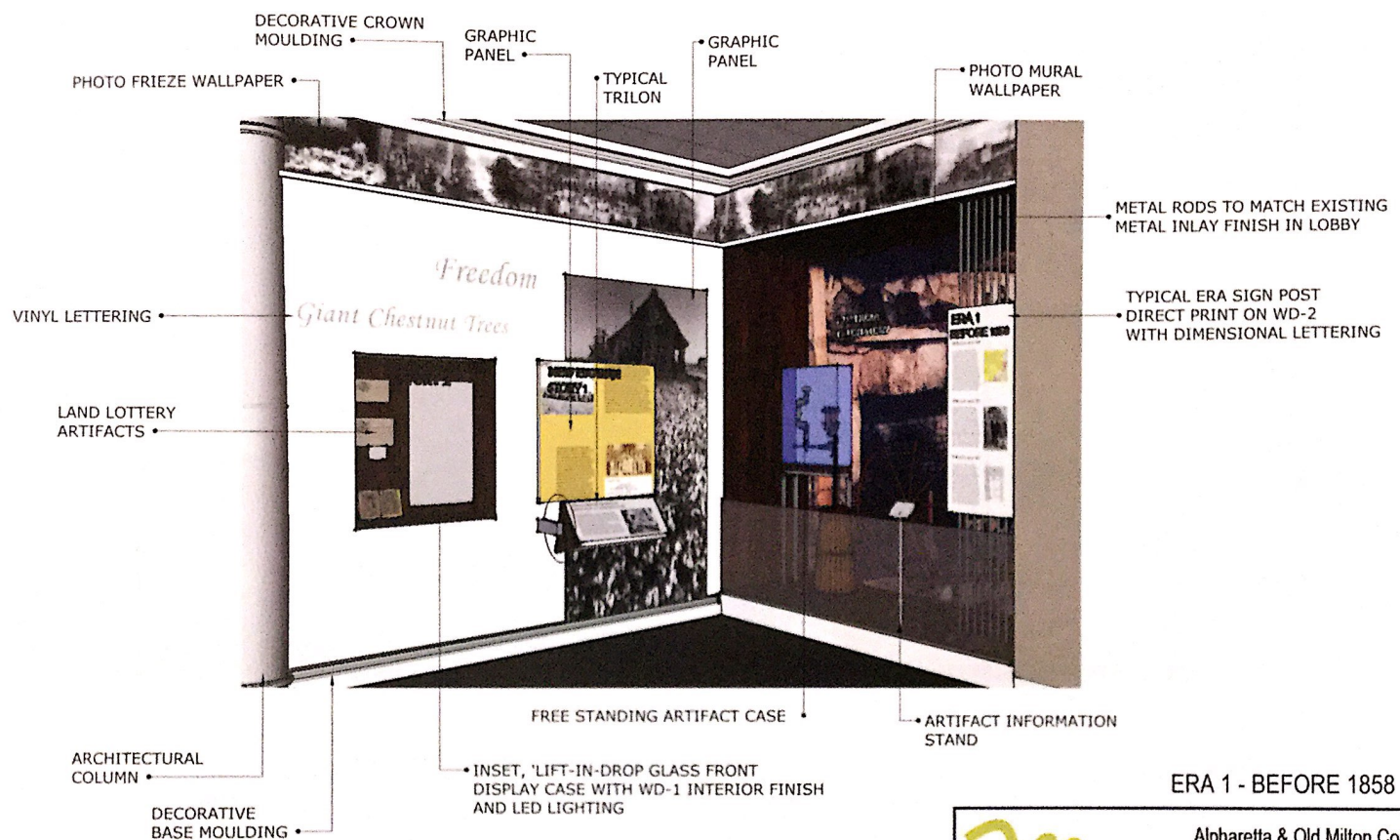
Directly behind the interactive map, these exhibits show the early history of Alpharetta. Among the installations is a case featuring large & small artifacts from the time period, documents/manuscripts, and panels of text and imagery.

This section also introduces several key elements that will be repeated throughout the exhibits. These will provide continuity, and help to prompt visitors to make comparisons and connections as they explore the city's history. These elements include the following:

- An era overview panel will provide space for brief text summarizing the time period.
- A 3-sided rotating reader rail, or trilon, can hold text and images; each of the three sides will summarize an aspect of Alpharetta, such as "community," "industry", and "government". These topics will be repeated in additional trilons around the room as visitors move through the decades.
- Each section will contain large, but subtle headings using emotive words such as "ingenuity, prosperity, resilience, etc"
- Along the top of all the era exhibits frieze will show a timeline of historic photos, drawings, documents, and other images that evoke the time period under discussion below.

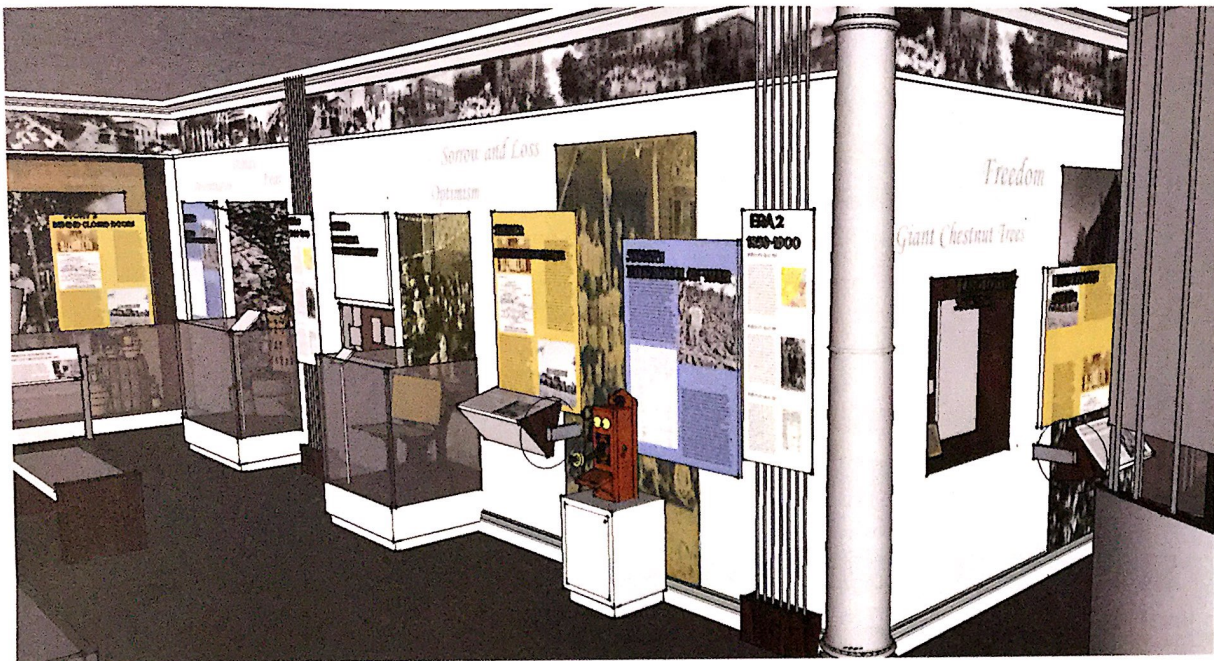


ERA 1 - BEFORE 1858 UNLABELED



ERA 1 - BEFORE 1858 DETAILS

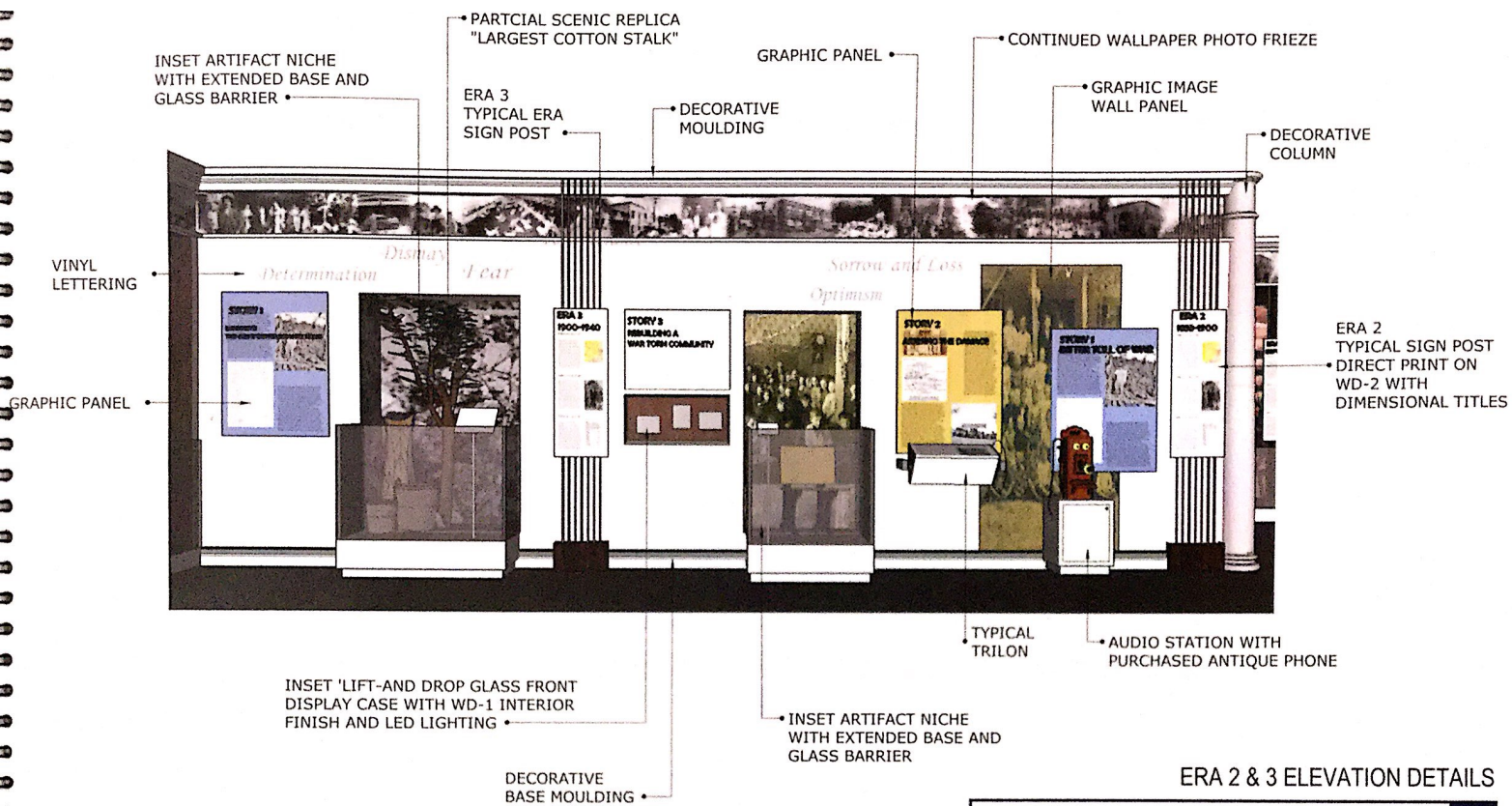
		Alpharetta & Old Milton County History Museum
design/fabrication		DESIGN DEVELOPMENT
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



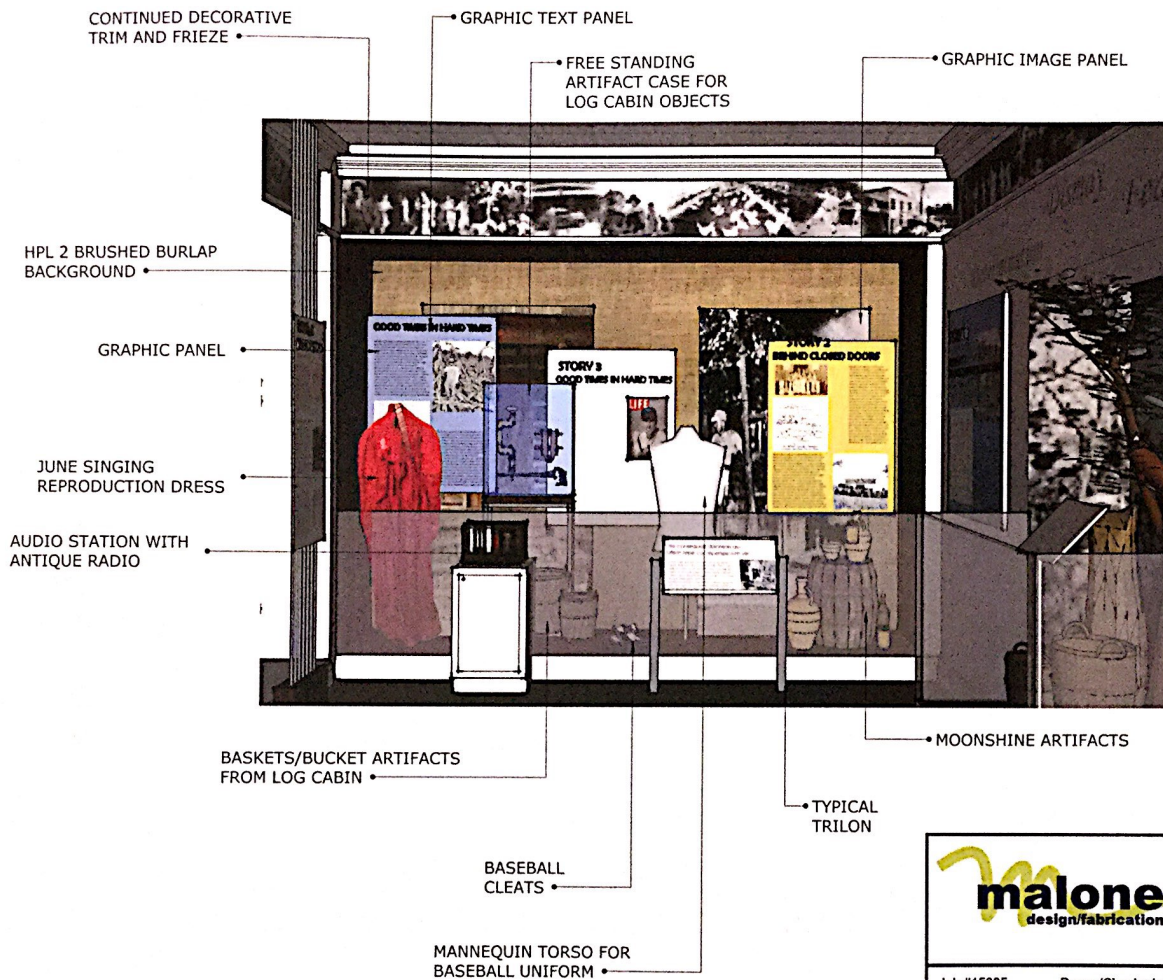
This rendering shows the main right side wall of the exhibit space. It starts with Era 2 -1858-1900 and transitions into Era 3 -1900-1939. The phone interactive will allow visitors to hear letters read from people during that time period. Some of the artifacts shown are the school desk, a reproduction of the giant cotton stalk with various cotton picking baskets and bags. Along with the typical elements described earlier, there are various graphic panels to support the artifacts and stories of the era.

GALLERY VIEW ERAS 2 & 3 UNLABELED

	Alpharetta & Old Milton County History Museum	
	DESIGN DEVELOPMENT	
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



ERA 2 & 3 ELEVATION DETAILS

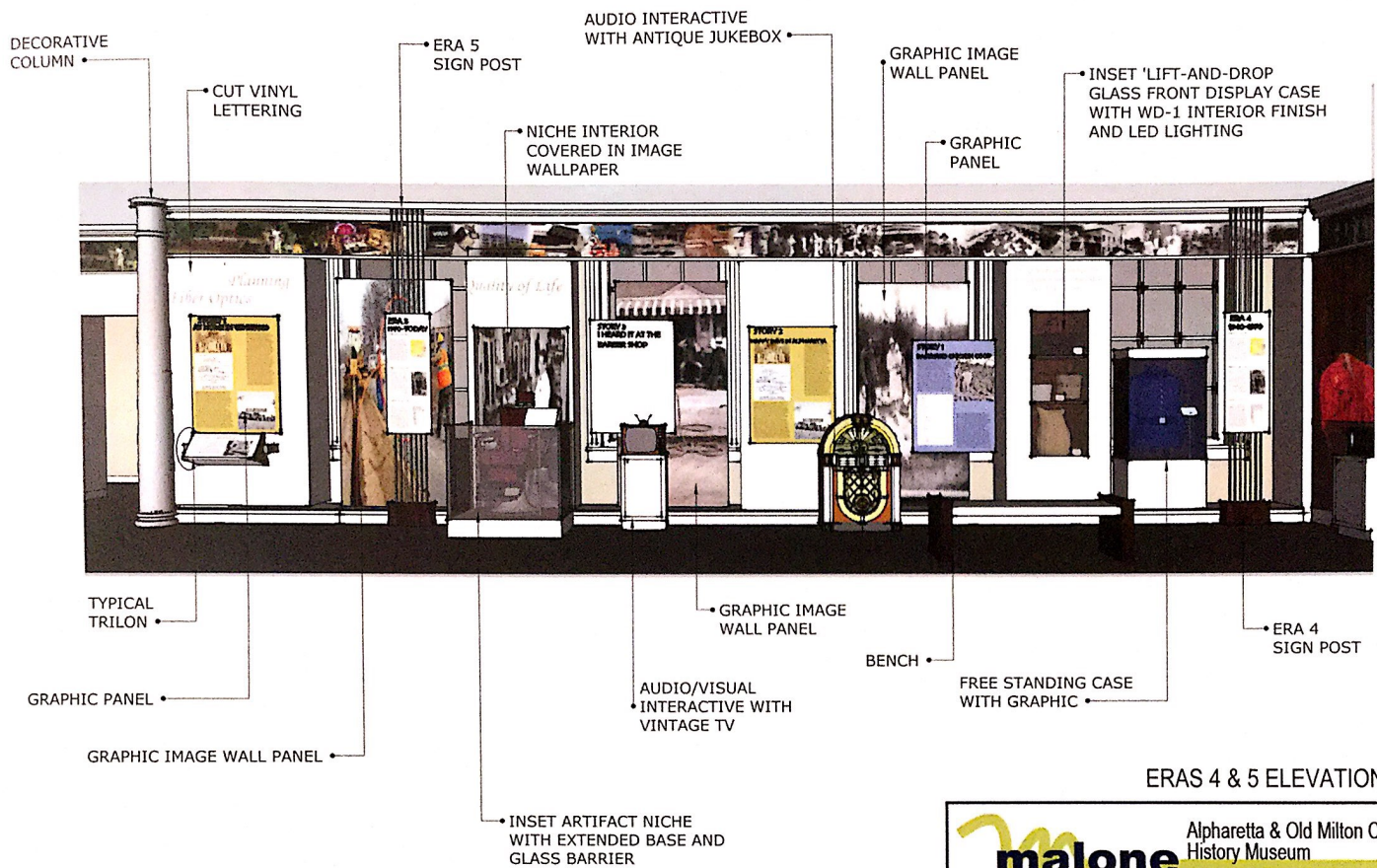


ERA 3 - CONTINUED

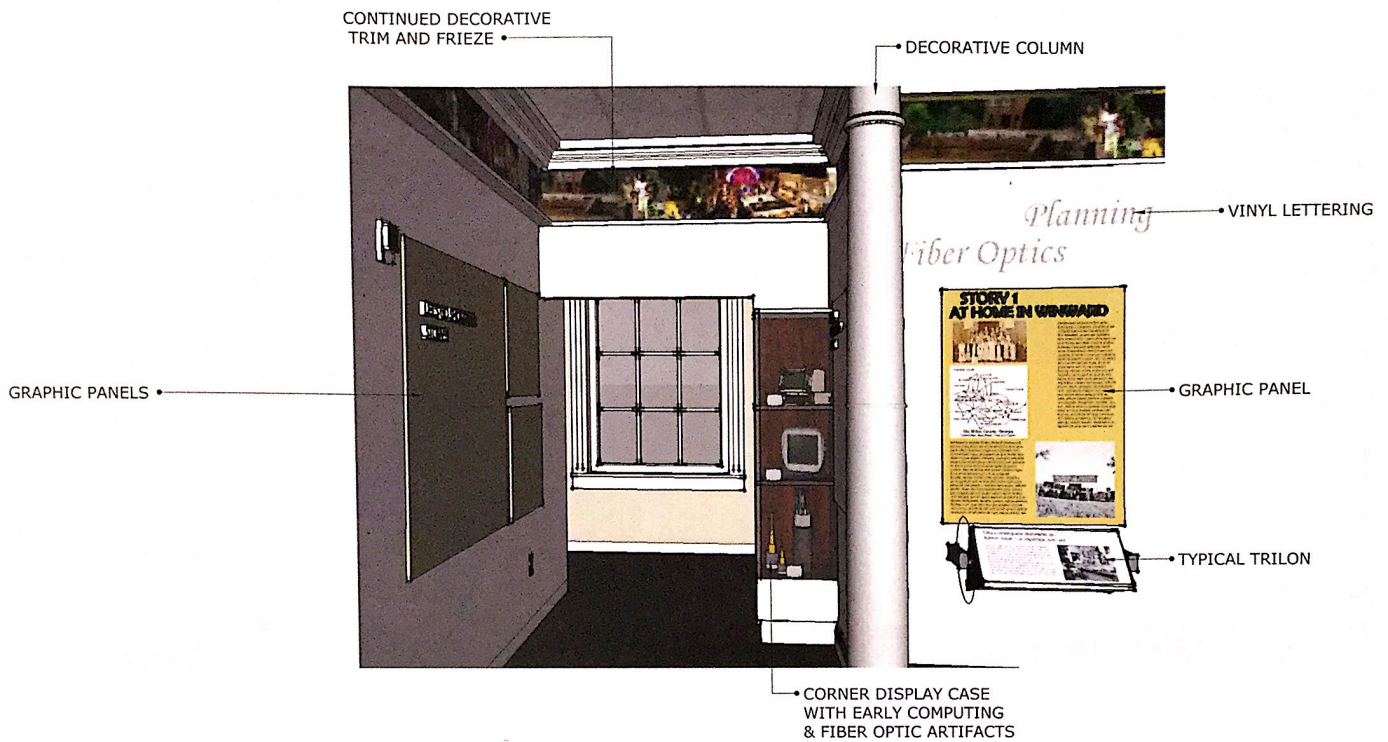


GALLERY VIEWS ERAS 4 & 5 UNLABELED

This view captures the start of Era 4 -1940-1970 and Era 5 -1970-present. Pivotal artifacts include the barbershop chair, a WWII uniform from a local sailor, and farming tools. There are two interactive experiences - the jukebox and the tv, which will have audio and video clips from local oral histories. There are large graphic panels in the windows along with graphic panles to support the artifacts and stories of the time period.



ERAS 4 & 5 ELEVATION DETAILS



This rendering shows the continuence of Era 5. It showcases the arrival of high-tech industries, symbolized by a case of historic/evolving computers and various cabling including fiber optic cables. The large graphic panels support the artifacts and stories of the time period.

ERA 5

HPL-3 METAL-ART
INTERLINK
BRUSHED CHAMPAGNE

• CONTINUED DECORATIVE
TRIM AND FRIEZE

• 52" LCD CHANGEABLE MONITOR
WITH TOUCHSCREEN INTERFACE

ENTRY GRAPHIC
PANEL



• GRAPHIC IMAGE PANELS

• TOUCHSCREEN INTERFACE
TO INTERACT WITH CHANGEABLE
52" MONITOR

• GRAPHIC PANELS

This rendering shows the wall immediately to the left as visitors enter the room. This area reflects present-day, 21st century Alpharetta. The easily updatable touchscreen interactive lets visitors know what is currently happening in Alpharetta and what is coming in the future. The visitors exit the space as they entered.

ERA 5 - CONTINUED

	Alpharetta & Old Milton County History Museum	
	DESIGN DEVELOPMENT	
Job #15035	Drawn/Checked: SB/LG	DATE: JULY 2016



City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Tom Patton, Police Captain
Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: AMMUNITION PURCHASE

II. RECOMMENDATION:

Approve the purchase of pistol, rifle and shotgun ammunition from Gulf States Distributors under State contract # 99999-SPD-ES40199379-0005 at a total cost of \$64,261.60.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$64,261.60

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
General Supplies (10031230-531100)	\$64,261.60

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00

IV. REPORT IN BRIEF:

All sworn officers are issued a pistol and a rifle or shotgun. Officers must qualify annually with their assigned weapons to comply with Departmental policy and Georgia Peace Officer Standards and Training Council requirements. In addition to meeting these basic standards, officers are trained to be safe and tactically proficient in a wide range of scenarios. Over the last two years the Department has devoted more time and resources to training, which has required more ammunition. The increased cost of training ammunition has been partially offset by foregoing the purchase of new duty ammunition for pistols and shotguns in fiscal years 2015 and 2016.

In FY 2017 the Department needs both training and duty ammunition for pistols, rifles and shotguns, and all are included in the recommendation. The total cost is within the amount allocated for the purpose in the Department's FY 2017 operating budget.

V. ALTERNATIVES:

Departmental firearms are standard calibers and all the major manufacturers offer ammunition that would work. The recommended purchase reflects the Department's judgment of the best performing duty ammunition and most cost-effective training ammunition.

VI. ATTACHMENTS:

Gulf States Distributors (Quote)

Quote



Gulf States Distributors
6000 East Shirley Lane
P.O. Box 241387 (36124-1387)
Montgomery, AL 36117
3342712010

Order Number: 0128297

Order Date: 7/25/2016

Salesperson: 0070

Customer Number: GAALPH

Sold To:

City of Alpharetta
Two South Main Street
Accounts Payable
Alpharetta, GA 30004

Ship To:

Alpharetta Police Department
2565 Old Milton Parkway
Alpharetta, GA 30004

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms				
Capt. West	0		Net 20 days				
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
HOR90925	CASE	16.00	0.00	0.00	239.00	3,824.00	
.45 220gr +P Critical Duty			Whse: 000	DropShip: Y			
HOR81295	CASE	48.00	0.00	0.00	129.00	6,192.00	
5.56NATO 75gr TAP SBR			Whse: 000	DropShip: N			
HOR80965	CASE	20.00	0.00	0.00	169.78	3,395.60	
.308 168gr A-MAX TAP			Whse: 000	DropShip: Y			
FEDLE132-00	CASE	25.00	0.00	0.00	109.00	2,725.00	
LE132-00 12ga 9 Pellet 00-Buck Tactical			Whse: 000	DropShip: Y			
FEDLEB127LRS	CASE	15.00	0.00	0.00	115.00	1,725.00	
LEB127LRS 12ga Tactical Tru Rifle Slug-Low Recoil			Whse: 000	DropShip: Y			
FEDAE45A	CASE	100.00	0.00	0.00	295.00	29,500.00	
AE45A .45 230gr FMJ			Whse: 000	DropShip: Y			
FEDAE223J	CASE	100.00	0.00	0.00	169.00	16,900.00	
AE223J .223 55gr BT			Whse: 000	DropShip: Y			

Net Order:	64,261.60
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	64,261.60



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: INTERSECTION IMPROVEMENTS: WINDWARD PARKWAY AT GA 400

II. RECOMMENDATION:

Please approve the attached agreement between Department of Transportation, State of Georgia and City of Alpharetta for Right-of-Way Acquisition, Project Identification # 0010768 (Windward Parkway at GA 400) and have the Mayor execute all necessary documents.

III. REPORT IN BRIEF:

The intersection of GA 400 and Windward Parkway has congestion in both the morning and evening peak hours. The solution to resolve the morning issue was the construction of an additional lane along Windward Parkway between the exit ramp and North Point Parkway. The North Fulton Community Improvement District (NFCID) contracted with an engineering firm to design the work and then worked with the City and Georgia Department of Transportation (GDOT) to implement the improvements. Ultimately, GDOT funded the project through its operations program and the project has been completed.

Solving the congestion in the evening hours is multi-phased. Phase One consists of lengthening the exit lane by approximately 500 feet and installing an additional lane on the ramp. This phase will help resolve the congestion of vehicles on GA 400 by enabling vehicles to exit easier and not back-up onto GA 400. Phase Two consists of installing triple lefts from the ramp onto Windward Parkway. The third lane turns into a dedicated right-turn lane onto Deerfield. Associated with Phase Two is an improvement at Westside and Windward to permit dual left turn lanes onto southbound Westside Parkway. The cost of phase II is approximately \$5.50M. This cost includes design, right-of-way acquisition, utility relocation, and construction. Due to increase right-of-way cost, the anticipated project cost increased by more than \$300k.

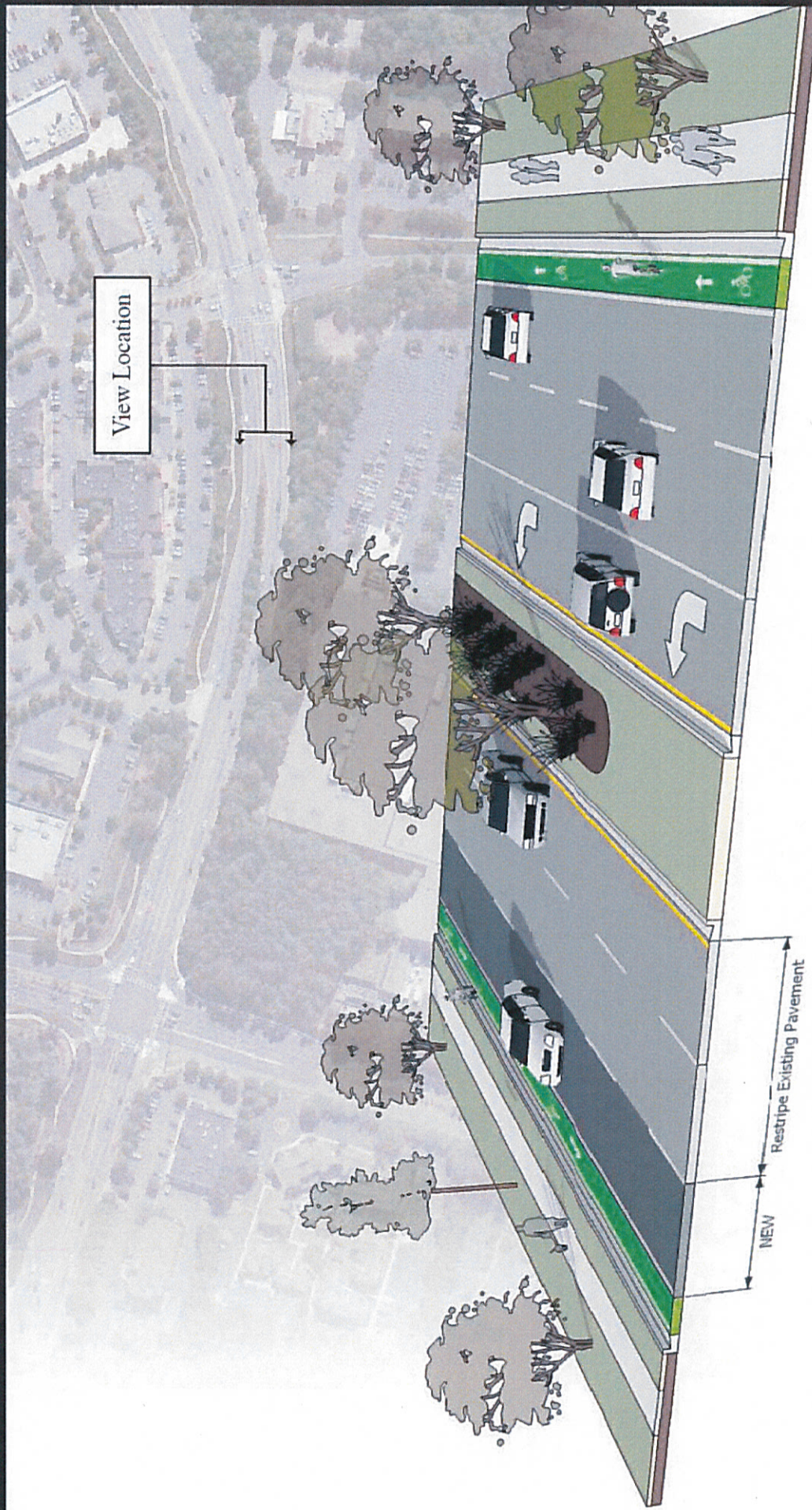
To cover this cost the City has been awarded \$1.137M from GDOT. These dollars only cover construction, to cover the remaining funds the City is working with the NFCID. In January 2015 the City executed the Project Framework Agreement (PFA) from GDOT. The PFA details what the City is responsible for and what GDOT will fund. Per the PFA, the City is the sponsor of the project and responsible for the design, acquiring of right-of-way, and utility relocation. Prior to executing the PFA, the City and NFCID entered into an agreement that the NFCID will cover any budget shortfalls. This dollar amount is now approximately \$4.36M.

The NFCID and their partners have allocated \$1.29M towards this project. These funds will go towards the various phases of the project, design, right-of-way acquisition, and utility relocation. To cover the \$3.07M shortfall, the City and NFCID pursued obtaining grants from various sources. Recently, the NFCID was awarded a grant from the Georgia Transportation Infrastructure Bank (GTIB) in the amount of \$2.78M. This still leaves a shortfall of approximately \$300k and the NFCID and the City continues to look for funding options.

The project is currently on schedule and the team is awaiting environmental approval before they can move forward with acquiring right-of-way. Environmental approval is anticipated in the next month. Obtaining the necessary right-of-way and certifying the right-of-way document is anticipated to be completed by September 2017. Once right-of-way has been certified, the plans will be finalized and final approval is anticipated by the end of the year and construction starting in Spring 2018.

IV. ALTERNATIVES:

V. ATTACHMENTS:



Windward Parkway

Typical Section D-D: New Through Lane

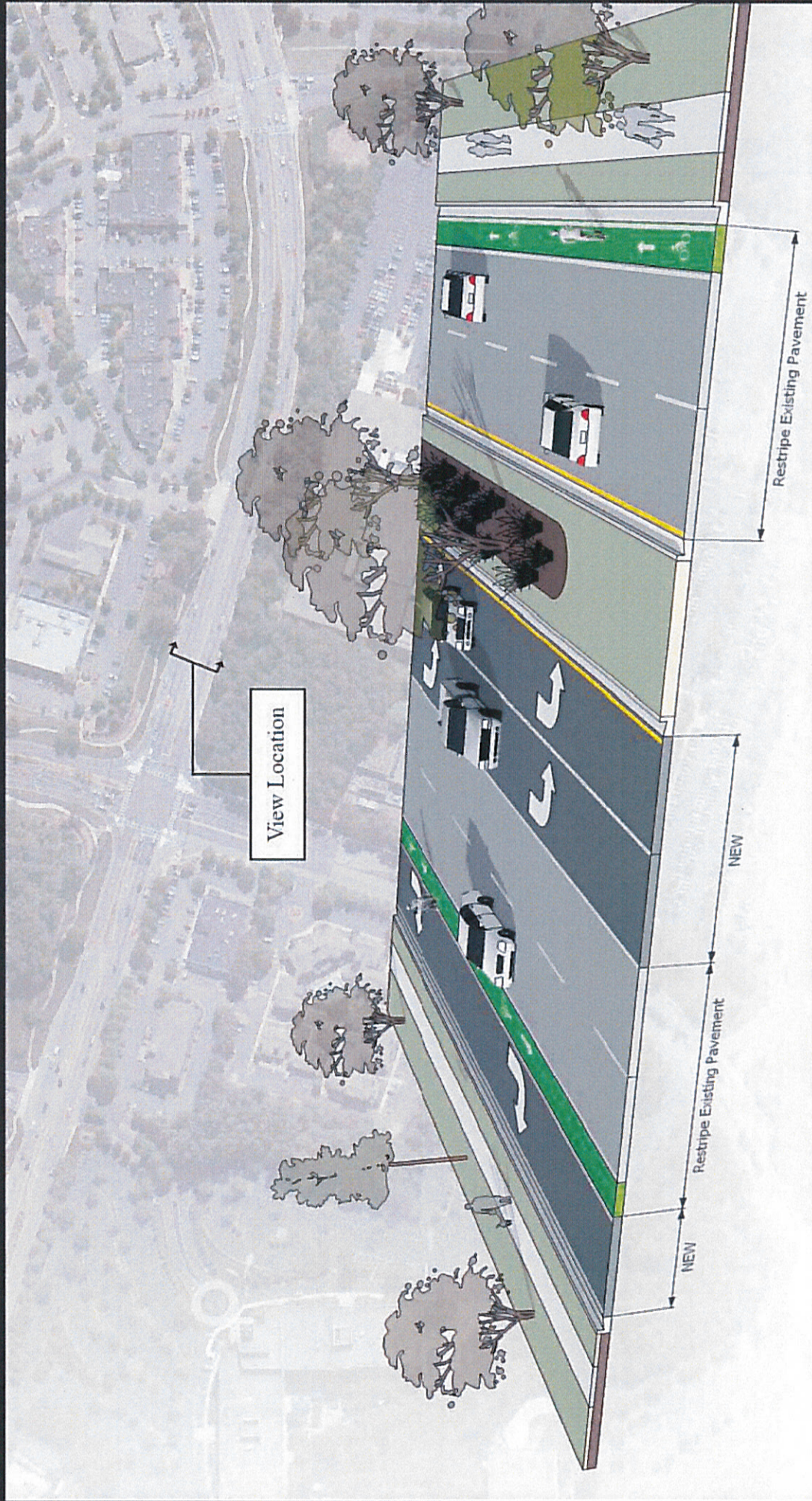


GRESHAM
SMITH AND
PARTNERS



NORTH FULTON
COUNTY IMPROVEMENT DISTRICT





Windward Parkway

Typical Section C-C: New Windward Pkwy Dual Left & Right Turn Lane at Westside/Deerfield Pkwy



GRESHAM
SMITH AND
PARTNERS



NORTH FULTON





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL OR STATE-AID PROJECT
Non-Reimbursable**

PROJECT: N/A
COUNTY: **Fulton**
STATE ROUTE: **400**
COUNTY ROAD: **9284/Winward PKWY**
P. I. NO.: **0010768**

STATE OF GEORGIA

COUNTY OF Fulton

CITY OF Alpharetta

This agreement made and entered into this _____ day of _____, _____ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **CITY OF Alpharetta** (hereinafter called the **CITY**).

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **CITY** propose to let to construction the above indicated project located on **SR 400 @ CR 9284/Winward PKWY** the rights of way which are to be acquired in the name of the **CITY** by the **CITY** without cost to the **DEPARTMENT** except as hereinafter specified; and,

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **CITY** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and,

WHEREAS, the **CITY** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-90, 32-4-92 (a) and 32-4-111 of the Official Code of Georgia Annotated and that certain resolution of the _____ City Council adopted the _____ day of _____, _____; and

WHEREAS, said rights of way are to be acquired by the **CITY** in accordance with certain specified requirements of the Federal-aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and,

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **CITY**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **CITY** agree as follows:

ITEM I

The **DEPARTMENT** will prepare the legal descriptions and colored plats and furnish them to the **CITY** for use in acquiring the Rights of Way. The **CITY** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.

ITEM II

The **CITY** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **CITY**.

ITEM III

The **CITY** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **CITY**.

The **CITY** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT**.

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **CITY** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, the **CITY** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way obtained by the **CITY** pursuant to this Agreement. The obligation to defend and hold harmless shall include any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **CITY** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **CITY** will, in its right of way acquisition procedure observe and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, and Section 32-8-1 of the Official Code of Georgia Annotated, and in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **CITY** will be responsible for making payments to owners as required under this procedure for incidental expenses on the transfer of real property for rights of way purposes and such other moving and relocation cost as required under the law and determined to be proper by the **DEPARTMENT**. The **CITY** will designate a party to be responsible for accepting, reviewing, and preparing responses to appeals of relocation assistance benefits. The **CITY** will in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions. During the performance of this Contract, the **CITY** will also comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of said Department in accordance with the stipulations as indicated under Appendix "A" attached.

ITEM VIII

Where determined to be desirable by Department Inspectors, the **CITY** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **CITY** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements.

ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **CITY** and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **CITY**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **CITY**.

ITEM XI

TIME IS OF THE ESSENCE IN THIS CONTRACT.

UNLESS OTHERWISE AMENDED BY THE MUTUAL AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER THAN THE CONCLUSION OF FY_____.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT OF TRANSPORTATION** by the Commissioner of the **DEPARTMENT OF TRANSPORTATION** and on behalf of **Alpharetta CITY** being duly authorized to do so by the Alpharetta City Council.

Executed on behalf of the Department Of
Transportation this the ____ day of _____,
_____.

Executed on behalf of the City of Alpharetta
this the ____ day of _____, _____.

APPROVED:

BY: _____
MAYOR

BY: _____
COMMISSIONER

ATTEST:

This Contract was approved by the City Council
at a meeting held this the
____ day of _____, _____.

TREASURER

CLERK OF THE CITY

Witness for the Department of Transportation:

Witness for the City:

RESOLUTION OF CITY

STATE OF GEORGIA

COUNTY OF Fulton

CITY OF Alpharetta

BE IT RESOLVED by the Council of the City of Alpharetta and it is hereby resolved, that the foregoing attached Agreement, relative to Project N/A, City of Alpharetta be entered into by the Council, and that _____ as Mayor, and _____ as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said Council.

PASSED AND ADOPTED, this ____ day of _____, ____.

ATTEST:

CLERK

BY:

MAYOR

=====

STATE OF GEORGIA

COUNTY OF Fulton

CITY OF Alpharetta

I, _____ as Clerk of the Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Council.

Witness by hand and official signature, this the ____ day of _____, ____.

BY:

CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to receive just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice.
3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.

5. The City will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
6. Any consultant contracted for negotiation services for the acquisition of right of way for the City must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with OCGA 43.40.

APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ADDENDUM 1

GDOT Title VI Assurances

The Georgia Department of Transportation (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

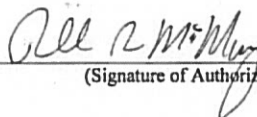
3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

8-7-15
Date

(Recipient)

by 
(Signature of Authorized Official)

Attachments: Appendices A, B and C.

APPENDIX A (of ADDENDUM 1)

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally- assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Georgia Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Georgia Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Georgia Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the Georgia Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the Georgia Department of Transportation and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B (of ADDENDUM 1)

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Georgia Department of Transportation will accept Title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Georgia Department of Transportation all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto Georgia Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Georgia Department of Transportation, its successors and assigns.

The Georgia Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and]* (2) that the Georgia Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C (of ADDENDUM 1)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Georgia Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

*[Include in deed.]**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Georgia Department of Transportation pursuant to the provisions of Assurance 7(a) and 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, SubTitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

*[Include in licenses, leases, permits, etc.]**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds]**

That in the event of breach of any of the above nondiscrimination covenants, Georgia Department of Transportation shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Georgia Department of Transportation and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra, Senior Engineer
Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: FY 17 LOCAL MAINTENANCE AND IMPROVEMENT GRANT

II. RECOMMENDATION:

Adopt the attached resolution providing approval of the submission of the FY17 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 \$544,008.62 THROUGH THE FY 17 LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG) PROGRAM. THERE IS A MATCH REQUIREMENT OF 30% FOR THIS GRANT. THE CITY MUST ADD \$163,202.59 OF FUNDING TOWARDS THE PROJECT, FOR A TOTAL OF \$707,211.21. THIS MATCH IS CURRENTLY BUDGETED IN THE PUBLIC WORKS CAPITAL BUDGET UNDER THE CATEGORY OF MILLING AND RESURFACING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (30141100-541410-C1219)	\$163,202.59

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (34041100-541410-C1219)	(\$544,008.62)

IV. REPORT IN BRIEF:

The Georgia Department of Transportation (GDOT) began accepting applications for the FY17 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2016.

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 acquisition
- Street lighting
- Beautification and streetscapes
- Walking trails and tracks
- Landscaping
- Administrative services

The LMIG budget for FY17 is based on the collection of motor fuel taxes from FY16. 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 FY17 LMIG allocation and match to fund the following milling and resurfacing projects:

- Wedgewood Drive from Academy Street to End
- Laurelwood Lane from Wedgewood Drive to Blue Heron Lane
- Osprey Drive from Laurelwood Lane to Cul-de-sac
- Gullwing Court from Laurelwood Lane to Cul-de-sac
- Brown Thrasher Court from Laurelwood Lane to Cul-de-sac
- Blue Heron Lane from Cul-de-sac to Cul-de-sac
- Greatwood Manor from Windward Parkway to Greatwood Glen Entrance
- Greatwood Crossing from Greatwood Manor to End
- Seale Drive from Rockmill Road to Seale Drive
- Mashburn Drive from Seale Drive to Gunter Court
- Newcastle Drive from Eversedge Drive to Sulling Way
- Meadow Drive from Mayfield Circle to Upshaw Drive
- Upshaw Drive from Mayfield Road to End
- Burnett Way from Wills Road to Cul-de-sac
- Jay Drive from End to End
- Michaela Drive from Rucker Road to Jay Drive
- Trammell Drive from Wills Drive to Cul-de-sac
- Trammell Court from Trammell Drive to Cul-de-sac
- Trammell Place from Trammell Drive to Cul-de-sac
- Broadwell Road from Rucker Road to City Limits
- Milton Park Drive from Waters Road to Cul-de-sac
- Milton Park Court from Milton Park Drive to Cul-de-sac

Note: This application is due on January 1, 2017

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

Resolution



A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY COUNCIL TO SUBMIT A FY17 LOCAL MAINTENANCE AND IMPROVEMENT GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Georgia Department of Transportation made available funding under the FY16 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 \$544,008.62 for Fiscal Year 2017 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 nineteen 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 August, 2016, by the Mayor and Council of the City of Alpharetta that the submission of the FY17 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 _____ 2016.

CITY OF Alpharetta, GEORGIA

By: _____
Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Attest: _____
City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra, Senior Engineer
Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: FY 2017 MILLING AND RESURFACING, ITB 17-002

II. RECOMMENDATION:

Please award ITB No. 17-002 to Northwest Georgia Paving, Inc. in the amount of \$2,449,832.11 for the FY 2017 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

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

TOTAL PROJECT COST: \$2,449,832.11

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (30141100-541410-C1219)	\$1,905,823.49

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Milling and Resurfacing (34041100-541410-C1219)	\$544,008.62

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 February of 2015. Based on these revised ratings, 30 roads were included in the annual offering. These roads include:

1. Academy Street - Westside Parkway to Loxford Lane
2. Wedgewood Drive - Academy Street to End
3. Laurelwood Lane - Wedgewood Drive to Blue Heron Lane
4. Osprey Drive - Laurelwood Lane to Cul-de-Sac
5. Gullwing Court - Laurelwood Lane to Cul-de-Sac
6. Brown Thrasher Court - Laurelwood Lane to Cul-de-Sac/End
7. Blue Heron Lane - Cul-de-Sac to Cul-de-Sac
8. Windward Parkway - Clubhouse Drive to Foe Killer Creek Tributary bridge
9. Windward Parkway - North Point Parkway to Camp Creek bridges
10. Southlake Drive - Clipper Bay Drive to Douglas Road
11. Greatwood Manor - Windward Parkway to Greatwood Glen "gate"
12. Greatwood Crossing - Greatwood Manor to End
13. Park Bridge Parkway - Webb Bridge Road to 4-Lane Section
14. Seale Drive - Rockmill Road to Seale Drive
15. Mashburn Drive - Seale Drive to Gunter Court
16. North Point Parkway - Kimball Bridge Road to Old Milton Parkway (Outside Lanes Only)
17. Newcastle Drive - Eversedge Drive to Sulling Way
18. Meadow Drive - Mayfield Circle to Upshaw Drive
19. Upshaw Drive - Mayfield Road to End
20. Burnett Way - Wills Road to Cul-de-Sac

21. Jay Drive - End to End
22. Michaela Drive - Rucker Road to Jay Drive
23. Trammell Drive - Wills Drive to Cul-de-Sac
24. Trammell Court - Trammell Drive to Cul-de-Sac
25. Trammell Place - Trammell Drive to Cul-de-Sac
26. Broadwell Road - Rucker Road to City Limits
27. Singletree Trace - Cul-de-Sac to Cul-de-Sac
28. Milton Park Drive - Waters Road to Cul-de-Sac
29. Milton Park Court - Milton Park Drive to Cul-de-Sac

Work along North Point Parkway and along Windward Parkway between North Point Parkway and the Camp Creek Bridges will be accomplished at night.

The Department of Public Works prepared a request for bids for the locations listed above. The City advertised for competitive bids on June 23, 2016. Bids for the project were received on July 21, 2016, and the City received a total of six bids from the following:

- | | |
|--|----------------|
| • Northwest Georgia Paving, Inc. | \$2,449,832.11 |
| • HEH Paving, Inc. | \$2,563,839.14 |
| • C W Matthews Contracting Company, Inc. | \$2,704,141.98 |
| • Baldwin Paving Company, Inc. | \$2,951,218.54 |
| • Blount Construction Company, Inc. | \$3,047,196.97 |
| • Stewart Brothers, Inc. | \$3,302,062.30 |

The apparent low bidder, Northwest Georgia Paving, Inc., (NWGP) has completed multiple roadway and paving projects within Georgia, including the City of Roswell, City of Johns Creek, and the City of Dalton. Contacted references complimented NWGP for their workmanship and indicated that they would work with NWGP again in the future if given an opportunity. Additionally, NWGP was awarded the City of Alpharetta's FY 2016 Milling and Resurfacing contract last year and demonstrated an exceptional level of communication, performance, and workmanship in its execution.

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

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

All work included within this project's scope shall be finished by Sunday April 30, 2017.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Geoffrey Sarra, Senior Engineer
Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: ON-CALL ENGINEERING SERVICES, RFQ 16-1009

II. RECOMMENDATION:

Please award RFQ 16-1009 for On-Call Engineering Services to AECOM Technical Services, Inc., Pond & Company, and Tetra Tech, Inc.; 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: THE FUNDING FOR SERVICES OBTAINED
THROUGH THESE CONTRACTS IS ACCOUNTED FOR IN THE TOTAL
PROGRAMMED FUNDS FOR EACH PROJECT CURRENTLY DEVELOPED
OR TO BE DEVELOPED IN THE FUTURE.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City has a continued need for reliable and responsive engineering consultants capable of providing transportation and stormwater design services. Transportation design services cover a variety of project types including road improvements, streetscapes, sidewalks, signalized intersections, roundabouts, bicycle trails, multi-use trails, bridge maintenance and repair, and bridge replacement. Stormwater design services include projects such as master detention facilities and BMPs, stream restorations, floodplain studies, watershed improvement plans, and NPDES permit documents.

The Department of Public Works prepared a request for qualifications (RFQ) and advertised in May and June of 2016. A total of fourteen statements of qualifications (SOQ) were received by the City on June 16, 2016. These SOQs were then reviewed by an evaluation committee consisting of Department of Public Works staff members from the Design, Stormwater, and Traffic groups. Each member of the committee scored the SOQs independently based on the three evaluation criteria set forth in the RFQ: Consultant Team Qualifications (40%), Project Manager Qualifications (32%), Comparable Project Experience (25%), Local Vendor Preference (3%). After completion of the independent reviews, the evaluation committee met on June 29, 2016 to tabulate the overall scores of the respondents. The top seven scoring firms were then invited to participate in a round of interviews conducted the week of July 11th. Upon completion of the interviews, the members of the evaluation committee were permitted to re-evaluate their scoring of the interviewed firms and the overall scores were re-tabulated. The resulting final scores for the interviewed firms were as follows:

1. 85.30 - Pond & Company
2. 84.40 - AECOM Technical Services, Inc.
3. 83.45 - Tetra Tech, Inc.
4. 80.05 - McGee Partners, Inc.

- 5. 72.40 - Kimley-Horn
- 6. (tied) 72.35 - Integrated Science and Engineering, Inc
- 6. (tied) 72.35 - Michael Baker International, Inc.

Therefore, the evaluation committee has recommended award of RFQ 16-1009 On-Call Engineering Services to Pond & Company, AECOM Technical Services, Inc., and Tetra Tech, Inc.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: August 1, 2016

I. AGENDA ITEM TITLE: FY17 RUBBER TIRE BACKHOE/LOADER REPLACEMENT

II. RECOMMENDATION:

Please authorize the purchase of a Kubota R630 Wheel Loader in the amount of \$80,972.42 from Lashley Tractor Sales on State Contract # 99999-001-SPD0000102-0026 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: \$80,972.42

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
30141100-542200-C1223	\$80,972.42

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
0	\$0.00

IV. REPORT IN BRIEF:

The Public Works Department budgeted for a Rubber Tire Backhoe/Loader to replace a 1994 Ford 555D Backhoe/Loader for FY2017. The Ford 555D warrants replacement based on age and increasing repair costs. Due to its age, the expense of maintaining this backhoe/loader is rapidly increasing and the repair parts are becoming increasingly harder to locate.

Staff researched the benefits of purchasing a wheel loader to replace the backhoe/loader and determined that the wheel loader would be more beneficial to the Public Works fleet than another backhoe/loader. The Public Works fleet currently has three backhoe/loaders and no wheel loaders.

A wheel loader is similar in design to a backhoe/loader without the rear excavator arm. The wheel loader allows more front bucket capacity and lifting force than the backhoe/loader as well as a tighter turning radius. This increased capacity, force, and steering capability will reduce the time needed to complete jobs by requiring fewer bucket loads when compared to the smaller bucket capacity of the backhoe/loader. The wheel loader also has a greater ability to clean up storm debris and also to load salt during emergency operations than a backhoe/loader.

The Kubota R630 Wheel Loader will be purchased from Lashley Tractor Sales. On State Contract # 99999-001-SPD0000102-0026, the cost of a Kubota R630 Wheel Loader is \$80,972.42. Approximate delivery time is 30-90 days after receipt of Purchase Order. Per policy, the equipment being replaced will be surplus by the Finance Department.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Kubota Wheel Loader R630 Photo, Kubota R630 State Contract Quote



For Earth, For Life
Kubota

R

KUBOTA WHEEL LOADER **R630**

A bold redesign emphasizing comfort and efficiency, with a spacious cab, powerful Kubota engine, and superior maneuverability.





Customer



E-Mail: sdixon@lashleyts.com

New Equipment

Trade-In Equipment

Trade Value	\$ -
Delivery	Free
Total	\$ -

Customer

Lashley Tractor Sales

6953 Covington Hwy.

Lithonia, GA 30058

770-808-5500

GEORGIA STATEWIDE CONTRACT # SPD-000102-0026

Contact: Gary Stone

Direct: 770-349-3041

E-Mail: gstone@lashleyts.com

Customer				Date		
Contact Person		City		County	State	Zip Code
					GA	
Phone	Cell	Fax	E-Mail			

New Equipment

[illegible]

Trade-In Equipment

Make	Model	Description	Trade Value

Trade Value	\$ -
Delivery	Free
Total	\$ -

Delivery in 30 to 90 days depending on availability at time of order. Model numbers are subject to change and availability

Gary Stone

Dealer

Customer