



City Council Meeting AUGUST 17, 2015

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. AWARDS AND PROCLAMATIONS**
 - A. 25 Year Service Award - Billy Waddell (Public Safety)**
- V. CONSENT AGENDA**
 - A. Council Meeting Minutes (Meeting of 08/10/2015)**
- VI. PROJECT UPDATES**
 - A. Conference Center/Hotel**
 - B. City Center - Public**
 - 1. City Center Garden Drainage
 - C. City Center - Private**
- VII. PUBLIC HEARING**
- VIII. OLD BUSINESS**
 - A. Hotel-Motel Tax Ordinance (Second Reading) - An Ordinance to Levy and Impose an Excise Tax (hotel/motel tax) Pursuant to O.C.G.A. S 48-13-51 (b) (2) and Amend Chapter 8, Article 2 of the Code of the City of Alpharetta (The Alpharetta Hotel/Motel Tax Ordinance) to Further Provide for the Levy, Imposition and Collection of Such an Excise Tax; to Provide for an Effective Date; and for Other Purposes**
- IX. NEW BUSINESS**
 - A. City of Alpharetta and Development Authority Reimbursement Resolution**
 - B. Resolution to Declare and Impose 30-Day Emergency Moratorium - Signs**
 - C. Resolution to Extend Temporary Moratorium - Wireless Communication Equipment**
 - D. Northwinds Parkway**
- X. WORKSHOP**
 - A. Discussion of including City Center land in the North Fulton Community Improvement District**
 - B. Business & Lifestyle Media Marketing**
- XI. PUBLIC COMMENT**

XII. REPORTS

XIII. ADJOURNMENT



CITY COUNCIL MEETING SUMMARY AUGUST 10, 2015

OFFICE OF THE CITY CLERK
678-297-6003

WWW.ALPHARETTA.GA.US

PREPARED BY: COTY THIGPEN

PUBLISHED: THURSDAY, AUGUST 13, 2015

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

I. CALL TO ORDER

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

II. ROLL CALL

Members Present:

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

Members Absent:

None

Staff Present:

City Administrator Bob Regus, Assistant City Administrator James Drinkard, City Attorney Sam Thomas, City Clerk Coty Thigpen, Director of Public Works Pete Sewczwicz, Director of Community Development Kathi Cook, Director of Recreation and Parks Mike Perry, Director of Economic Development Peter Tokar

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS AND PROCLAMATIONS

A. Proclamation: Jack Filipowicz

- Mayor Belle Isle, Council Member Mitchell and William Perkins presented a Proclamation to Jack Filipowicz to recognize his efforts in fundraising for the Veteran's Memorial

V. CONSENT AGENDA

A. Meeting Minutes

- Meeting Of 07/27/2015
- Meeting Of 08/03/2015

B. Financial Management Report

- Mayor Belle Isle requested to remove the meeting minutes from 8/3/15
 - ❖ *Council Member Kennedy offered a motion to approve items A1 and B on the Consent Agenda*
 - The motion was seconded by Council Member Cross*
 - Motion approved (7-0)*

VI. PROJECT UPDATES

A. Conference Center

B. City Center

1. Sale Of City Center Outparcels To MidCity Real Estate Partners

- City Administrator, Bob Regus, came forward to present this item
- Sam Thomas explained the primary terms of the deal as previously discussed in Executive Session
- Deal includes sale of land parcels 1, 3, 4, 7, 11, and 13
- After a series of active negotiations and a refreshed appraisal, the accepted final offer is \$6,600,000. There is also a provision in the agreement that if the land disturbance permit hasn't been pulled within 36 months of closing, we have the option to reacquire parcel 13 for \$1. Agreement also includes waiving impact fees.

Public Comment

- Alexander Williamson, 12535 Wexcroft Lane, Alpharetta, GA, came forward to speak on this item
- ❖ *Council Member Owens offered a motion the approve the proposed term sheet as outlined by the City Attorney and authorize staff to draft a contract based on those terms and prepare that for signature by the Mayor*
 - *The motion was seconded by Council Member Mitchell*
 - *Motion approved (6-1); Gilvin voting no*

VII. OLD BUSINESS

A. Community Development

1. UDC Changes – Fireworks Sales (Second Reading)

Consideration of an amendment to the C-1, C-2, PSC, and LI zoning designations to add permitted and conditional Fireworks Sales use. Amendment to the Supplementary Regulations to add Fireworks Sales as a Temporary Use within the C-1, C-2, and LI zoning designations.

- City Attorney, Sam Thomas, read the Ordinance aloud constituting a second reading
- ❖ *Council Member Kennedy offered a motion to approve the Ordinance*
 - *The motion was seconded by Council Member Owens*
 - *Motion approved (7-0)*

2. UDC Changes – Citizen Participation Requirements (Second Reading)

Consideration of amendments to the Unified Development Code in order to update minimum notification requirements.

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

Public Comment

- Steve Stole, 2459 Claystone Lane, Alpharetta, GA, came forward to speak on this item
- ❖ *Council Member Cross offered a motion to approve the Ordinance*
 - *The motion was seconded by Council Member Owens*

- *Mayor Belle Isle offered a friendly amendment to section 5A1 to insert the words, 'or property owners associations' between the words 'persons' and 'owning', so that the sentence shall read, "All persons or property owners associations owning record title to the property located within 500 feet of the project that is subject matter of amendment."*
- *Amendment accepted*
- *Motion approved (7-0)*

VIII. NEW BUSINESS

A. Finance

1. History Room Design Services (Bid #16-102) 
 - Director of Finance, Tom Harris, came forward to present this item on behalf of staff
 - Staff recommends award of Contract to Malone Design/Fabrication for design/build services in connection with the City of Alpharetta's History Room in response to RFP #16-102
 - On June 22, 2015, the City of Alpharetta issued RFP #16-102 for Professional Exhibit Design Services for the City's History Room to three vendors in accordance with our procurement policy. The RFP scope of services was for all Programming, Schematic Design and Cost Estimating (Phase 1); Design Development and Construction Documents (Phase 2); and Bidding and Construction Services (Phase 3). The chosen vendor would need to design the History Room to embody the following values: present the collections and exhibits to the best advantage; capture and engage the interest of the visitor; compliment the design of City Hall; and design to ensure cost-effectiveness in both construction and maintenance. The three firms; Gary Lee Super Associates, Inc., The History Workshop and Malone Design/Fabrication, each made a presentation to the selection committee. The selection committee consisted of Councilman Donald Mitchell, Connie Mashburn from the Alpharetta Historical Society, City Administrator Bob Regus and Finance Director Tom Harris. The selection criteria and thus the emphasis of the proposals and presentations was to demonstrate the qualifications of each team firm, their experience with similar projects and their approach to this design engagement. The selection committee selected Malone Design/Fabrications as the best value for the City.
 - Some of the factors that aided the selection of Malone Design/Fabrication included: full range of experience and background of their team (team is comprised of project manager, interactive design director, freelance writer/planner); experience with similar interpretive museums (over 500 exhibits); long history of strong relationships with large government agencies; and complete design-build experience including fabricating and installing the structures and exhibits. The selection committee was specifically impressed with the knowledge of the assigned writer/planner and designer. This will help ensure a proper interpretive theme/story is developed, along with a virtual experience narrative.
 - Upon completion of the contract, Malone will provide the final design drawings with technical specifications and manufacturers cut-sheets; material, color, and finish specifications; as well as a production estimate for fabrication and installation. Upon final approval by City Council and related budget (appropriations) for fabrication, construction, and installation, Malone would be engaged to perform such tasks at an agreed upon price.

Public Comment

None

- ❖ *Council Member Mitchell offered a motion to award the contract to Malone Design/Fabrication for design services in connection with the City of Alpharetta's History Room in response to RFP #16-102 in the amount of \$53,500.*
- *The motion was seconded by Council Member Kennedy*
- *Motion approved (7-0)*

B. Administration

1. Telecommunications Ordinance

NOTE: This item was previously tabled and must be removed from the table prior to consideration.

(Item was not removed from the table and will not be heard tonight)

2. Master Development Agreement

- City Administrator, Bob Regus, came forward to present this item on behalf of staff and give a brief timeline to explain the process that has led to this point
- Jim Stormont, of Stormont Hospitality Group, came forward to speak to the agreement on behalf of the developer

Public Comment

- Janet Rodgers, 178 South Main St, Alpharetta, GA, came forward to speak on this item
- Brad Sturgeon, 780 Sharon Ridge Ct, Alpharetta, GA, came forward to speak on this item
- ❖ *Council Member Mitchell offered a motion to approve the Master Development Agreement of the Public Private Partnership between the City of Alpharetta and Avalon Hotel Associates, LLC. for the development of a hotel and conference center and further approve allocating \$1,150,000 from unallocated capital to cover design phase commitment in the Master Development Agreement and also cover cost of hired consultants.*
 - *The motion was seconded by Council Member Cross*
 - *Motion approved (5-2); Gilvin and Aiken voting no*

3. Hotel Motel Tax Ordinance

- The Ordinance is the Legislation that accompanies the previous item. If approved, it will increase the hotel/motel tax from 6 pennies to 8 pennies
- City Attorney, Sam Thomas read the Ordinance aloud

Public Comment

- Brad Sturgeon, 780 Sharon Ridge Court, Alpharetta, GA, came forward to speak on this item
- ❖ *Council Member Mitchell offered a motion to approve the Ordinance to levy and impose an excise tax (Hotel-Motel Tax) pursuant to O.C.G.A § 48-13-51(b)(2) and amend Chapter 8, Article 2 of the Code of the City of Alpharetta (The Alpharetta Hotel/Motel Tax Ordinance) to further provide for the levy, imposition and collection of such excise tax; to provide for an effective date; and for other purposes*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (6-1); Gilvin voting no*

C. Public Works

1. Webb Bridge Water Quality Pond (Bid #15-013)

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff recommends award of Bid No. 15-013 to Tri Scapes, Inc. in the amount of \$238,443.27 for the Webb Bridge Park Water Quality Pond Project and authorize the Mayor to execute all necessary documents.

- The award of this bid is for the water quality feature associated with the repaving project of the Webb Bridge Park Upper Field Parking Lot. This project provides the stormwater runoff mitigation necessary for the impervious surface addition at the upper field parking lot. The proposed landscaped bioretention pond will add an aesthetic element to the park that will serve to capture the runoff from smaller more frequent rain events and infiltrate the flow to prevent downstream erosion and negative environmental impacts. The bioretention pond is comprised of a specific soil mixture and landscaping that help filter the runoff and remove pollutants. This will not only protect the existing pond at Webb Bridge Park, but will also benefit the offsite stream and reduce impacts on Lake Windward.
- Two smaller bioretention ponds were added to the park in FY15 with the lower field parking lot resurfacing project. These ponds were less than half the surface area size and about 60% as much water quality volume as this project. Comparatively, this project costs about \$9 less per cubic foot of water quality volume.
- The Department of Public Works prepared plans and specifications for the project and advertised for competitive bids on April 30, 2015. Bids for the project were received on May 28, 2015, and the City received a total of four bids from the following:

Tri Scapes, Inc.	\$238,443.27
Georgia Development Partners, LLC	\$307,916.87
Site Engineering, Inc.	\$480,658.00
Georgia Earth & Pipe, LLC	\$489,360.00

- The apparent low bidder, Tri Scapes, Inc. is an experienced contractor and has worked on numerous similar projects in the Metro-Atlanta area. The Department of Public Works reached out to three references (Cobb County Schools, City of Dunwoody, and City of Lawrenceville) for Tri Scapes, Inc. where similar scopes of work were performed. These references complimented Tri Scapes, Inc. for their workmanship and indicated that they would work with Tri Scapes, Inc. again in the future if given an opportunity. Additionally, Tri Scapes, Inc. is the current landscape maintenance contractor for Recreation and Parks. Tri Scapes, Inc. has consistently demonstrated an exceptional level of communication, performance, and workmanship on their contract with the Recreation and Parks Department.
- Staff met with Tri Scapes, Inc. on July 8, 2015 to review the scope of work and the City's expectations. Staff noted the significant cost difference between the low bid and the next lowest bid on demolition and grading complete. Tri Scapes, Inc. attributed the cost difference to three factors: (1) the ability to perform all tree removal, clearing, and demolition in-house; (2) experience in construction of bioretention ponds and water quality facilities of a similar nature; and, (3) familiarity with the park. Tri Scapes assured Staff that they have experience constructing the types of improvements proposed and that their cost are accurate for the scope set forth. Tri Scapes, Inc. verified that they could complete the project for the bid amount and within the allocated time frame.
- During the course of the pre-award meeting, the topic of the bioretention cell media was raised. At that time, Tri Scapes was unable to provide a definitive answer as to whether they would be utilizing the material specified on the project plans or if they would be utilizing a custom-blended soil mixture. Staff followed up on this topic with Tri Scapes via email and was informed that they desired to use a custom-blended mixture. Staff noted that use of the custom-blended mixture would be contingent upon Tri Scapes providing the City with testing data from a third-party firm demonstrating performance characteristics comparable to the material specified on the project plans. Tri Scapes acknowledged this requirement; thus, Staff determined Tri Scapes, Inc. to be the lowest responsive and responsible bidder.
- Once a contract with Tri Scapes, Inc. has been finalized and executed, construction can begin immediately and is expected to be complete within 60 calendar days from Notice to Proceed.

Public Comment

None

- Council Members Mitchell and Cross were absent during this item

❖ ***Council Member Owens offered a motion to award Bid No. 15-013 to Tri Scapes, Inc. in the amount not to exceed \$238,443.27 for the Webb Bridge Park Water Quality Pond Project and authorize the Mayor to execute all necessary documents***

- ***The motion was seconded by Council Member Kennedy***
- ***Motion approved (5-0)***

2. FY16 Local Maintenance And Improvement Grant

- Director of Public Works, Pete Sewczwicz, came forward to present this item on behalf of staff
- Staff recommends adoption of a Resolution providing approval of the submission of the FY16 Local Maintenance and Improvement Grant application to the Georgia Department of Transportation
- The City of Alpharetta was allocated \$413,935.38 through the FY 16 Local Maintenance and Improvement Grant (LMIG) Program. There is a match requirement of 30% for this grant. The City must add \$124,180.61 of funding towards the project, for a total of \$538,115.99. This match is currently budgeted in the Public Works capital budget under the category of Milling and Resurfacing
- The Georgia Department of Transportation (GDOT) began accepting applications for the FY16 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2015.
- Per GDOT guidelines, the following projects are allowable under the LMIG program:
 - (1) Preliminary engineering (including engineering for right-of-way plans and utility plans)
 - (2) Construction supervision and inspection
 - (3) Utility adjustments or replacement
 - (4) Patching, leveling, and resurfacing a paved roadway
 - (5) Grading, drainage, base, and paving existing or new roads
 - (6) Replacing storm drain pipe or culverts
 - (7) Intersection improvements
 - (8) Turn lanes
 - (9) Bridge repair or replacement
 - (10) Sidewalk adjacent (within right-of-way) to a public road or street
 - (11) Roadway signs, striping, and guardrail installation
 - (12) Signal installation or improvement
 - (13) Aggregate surface course for dirt road maintenance
- The following projects are not eligible with LMIG funds:
 - (1) Right-of-way acquisition
 - (2) Street lighting
 - (3) Beautification and streetscapes
 - (4) Walking trails and tracks
 - (5) Landscaping
 - (6) Administrative services
- The LMIG budget for FY16 is based on the collection of motor fuel taxes from FY15. 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 FY16 LMIG allocation and match to fund the following milling and resurfacing projects:
 - (1) Lunetta Lane from Cogburn Ridge Road to Cul-de-sac
 - (2) Cogburn Ridge Road from Cogburn Ridge Way to Cul-de-sac
 - (3) Cogburn Ridge Way from Cogburn Road to Cul-de-sac
 - (4) Pearles Court from Lunetta Lane to Cul-de-sac
 - (5) Mandi Way from Lunetta Lane to Cul-de-sac
 - (6) Dottie Lane from Lunetta Lane to Cul-de-sac
 - (7) Maisie Court from Lunetta Lane to Cul-de-sac
 - (8) Dennis Drive from Rucker Road to End
 - (9) Surrey Point from Canton Street to Cul-de-sac
 - (10) Surrey Court from Surrey Point to Cul-de-sac
 - (11) Elizabeth Boulevard from Dennis Drive to Dennis Drive
 - (12) Emily Lane from Dennis Drive to End
 - (13) Salem Drive from Colony Drive to End
 - (14) Mayfield Circle from Mayfield Road to Cul-de-sac
 - (15) Heritage Lane from Mayfield Circle northwest to End
 - (16) Kenneth Drive from Mayfield Circle to Meadow Drive
 - (17) Meadow Drive from Mayfield Circle northwest to Cul-de-sac
 - (18) Crabapple Chase Court from Crabapple Chase Drive to Cul-de-sac
 - (19) Crabapple Crescent Court to Cul-de-sac

Public Comment

None

- ❖ *Council Member Owens offered a motion to adopt the Resolution as read into the record by the City Attorney for submission of the FY 2016 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation*
 - *The motion was seconded by Council Member Kennedy*
 - *Motion approved (7-0)*

3. Additional Work Within The SR9 Roadway / Streetscape Improvements: Marietta Street to Academy Street



- Director of Public Works, Pete Sewczewicz, came forward to present this item on behalf of staff
- Staff recommends approval of Change Order #3 in the amount of \$81,139.08 to Georgia Development Partners, LLC for the construction of design modifications associated with the Main Street Improvements Project between Academy Street and Marietta Street and authorize the Mayor to execute all necessary documents
- On January 26, 2015, City Council awarded Georgia Development Partners, LLC the contract for the construction of the S.R. 9 Roadway / Streetscape Improvements - Marietta Street to Academy Street Project. The project will extend the roadway section previously constructed as part of the S.R. 9 at S.R. 120 Intersection Improvement project north on both sides of S.R. 9 from Marietta Street to Academy Street/Milton Avenue. The project scope includes the installation of brick paver sidewalks, the installation

of raised and landscaped granite curbed medians, the installation of pedestrian lighting and a pedestrian crossing (HAWK) signal.

- During the beginning stages of header curb and brick paver sidewalk installation along the west side of S.R. 9 from Smoke Jack Restaurant north to Simple Floors, City Staff discovered a discrepancy between the finished floor elevations of the existing buildings and the proposed elevations of the header curb at the adjacent parallel parking spaces. The difference in elevation between the buildings and the curb are greater than the proposed design represents. Consequently this presents two problems; First, positive drainage would not be achieved from the building to the street from Smoke Jack Restaurant to Digital Scientists. Second, the proposed step to accommodate the significant elevation change between the parallel parking spaces and existing building would be greater than the 8" tall step proposed by the engineer from South Main Kitchen north to Simple Floors.
- City staff reported their findings to the project designer Pond & Co. and requested design modifications along the west side of S.R. 9 from Smoke Jack Restaurant to Simple Floors. The request was for modifications that provided positive drainage from the buildings to the road and for a step that meets code where required. Pond & Co.'s modifications included increasing the cross slope of the parallel parking spaces to 2% and reducing the height of the header curb at the street from 6" to 4" in order to correct the cross slope of the sidewalk so positive drainage is achieved away from the building. Additionally, a trench drain was added to eliminate the chances of any standing water due to the flat nature of the proposed sidewalks in front of the existing buildings. This 2" reduction in curb height also enables the construction of the proposed step from South Main Kitchen to Simple Floors to be less than 8" in height, therefore meeting code.
- Due to the required design modifications some work already constructed must be demolished and reinstalled at lower elevations. These items include approximately 10 CY of concrete sidewalk subgrade that supports the brick pavers, approximately 200 LF of 6" concrete header curb and approximately 10 CY of concrete pavement widening. Items beyond the original scope of work include the installation of approximately 300LF of trench drain with decorative grate, an additional 209 SY of milling (for the parallel parking spaces cross slope increase) and an additional 40 LF of header curb at the tree wells. The cost associated with these modifications and additional work is \$81,139.08. The majority of the work and associated cost of this change order is devoted to the installation of the trench grate.
- The total cost of Change Order #3 is \$81,139.08. Thus the contract amount will increase from \$2,432,393.85 to \$2,513,532.93. The scope of work included in Change Order #3; CO #1 was for the electrical receptacles and CO#2 was for the work on Old Roswell and Jones Alley.

Public Comment

None

❖ *Council Member Owens offered a motion to approve Change Order #3 to Georgia Development Partners, LLC underneath the contract attached to RFP #15-1004 in an amount not to exceed \$81,139.08 and authorize the Mayor to execute all necessary documents.*

- *The motion was seconded by Council Member Kennedy*
- *Motion approved (7-0)*

D. Recreation And Parks

1. Roof Repair / Replacement And Wall Restoration At Multiple Facilities

- Director of Recreation and Parks, Mike Perry, came forward to present this item on behalf of staff
- Please award a contract for the repair/replacement of roofs and wall restorations at multiple city facilities to Garland/DBS, Inc. (under the competitively procured US Communities contract #14-5903) in the amount of \$226,397 and authorize the Mayor to execute all necessary documents.

- 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

- **EPDM Roof Restoration**

Alpharetta Community Center (20,000 sq.ft.; 10-year warranty)

- **Shingle Roof Replacements and Wood Facade Restoration**

Wills Park - Baseball Concessions at Fields A-D (1 structures; 3,000 sq.ft.; 30-year warranty)

Wills Park - Tennis Restrooms (1 structures; 3,000 sq.ft.; 30-year warranty)

Wills Park – Lions Club Pavilions (1 structures; 3,000 sq.ft.; 30-year warranty)

- **Masonry Wall Repair and Restoration**

North Park – Adult Activity Center (4,000 sq.ft.; 10-year warranty)

North Park – Adult Arts and Crafts Center (3,000 sq.ft.; 10-year warranty)

Wills Park – Wacky World Restrooms (1,500 sq.ft. masonry; 10--year warranty)

- **Metal Roof Repair and Maintenance**

North Park – Maintenance Facility (2,000 sq.ft.)

Webb Bridge Park – Maintenance Facility (2,000 sq.ft.)

- **Shingle Roof Replacement and Exterior Wood Façade Rehabilitation (Alternate)**

Wills Park – Wacky World Restrooms (1,100 sq.ft. roof; 30-year warranty) (1,000 sq.ft. wood wall; 10-year warranty)

Public Safety Facilities

- **Roof Repair and Maintenance to all PVC and Metal Roof Segments**

Fire Station 1 (17,000 sq.ft.; warranty compliance on PVC (through 2024); Function of metal repair is to extend life until roof replacement scheduled for 2020

Fire Station 2 (17,000 sq.ft.; warranty compliance on PVC (through 2024); Function of metal repair is to extend life until roof replacement scheduled for 2021

Fire Station 3 (17,000 sq.ft.; warranty compliance on PVC (through 2024); Function of metal repair is to extend life until roof replacement scheduled for 2021

Fire Station 4 (17,000 sq.ft.; warranty compliance on PVC (through 2024); Function of metal repair is to extend life until roof replacement scheduled for 2022

- 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 facility.
- This project is being awarded to Garland/DBS Inc. under the U.S. Communities program (cooperative purchasing alliance). US Communities is a nonprofit instrumentality of government that assists local and state government agencies in reducing the cost of purchased goods/services through pooling the purchasing power of public agencies nationwide. This is accomplished by competitively solicited contracts for quality products/services through lead public agencies (e.g. city, county, or state agencies that issue the underlying formal solicitations). Cobb County GA, as lead public agency, competitively solicited the Garland contract and made it available under the terms of the U.S. Communities program.
- Benefits of the Garland contract under U.S. Communities include: (a) pricing competitiveness; (b) turnkey single source accountability (Garland is both the manufacturer and managing contractor for roof product installations) that ensures warranty integrity; and (c) speedy implementation using pre-qualified contractors. The city contracts directly with Garland as the contractor on the project. Garland is the supplier of roofing materials (pricing established through US Communities competitively solicited contract pricing) and manages roofing subcontractors (local pricing through sealed quotes).

- Garland's low-quote subcontractor is MOPAC Plant and Building Services.
- 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 Gilvin offered a motion to award contract for the repair/replacement of roofs and wall restorations at multiple city facilities to Garland/DBS, Inc. (under the competitively procured US Communities contract #14-5903) in an amount not to exceed \$226,397 and authorize the Mayor to execute all necessary documents.*

- *The motion was seconded by Council Member Kennedy*
- *Motion approved (7-0)*

2. On-Call Electrical Services (RFP #15-110)

- Eric Milley, Park Supervisor, came forward to present this item on behalf of staff
- Please award RFP # 15-110, a five-year contract for Recreation and Parks Department On-Call Electrical Services, to Meer Electric, Inc., and authorize the Mayor to execute all of the necessary documents. The projected expense for this contract in year one (Fiscal Year 2016) is \$52,900.00.
- Alpharetta Recreation and Parks Department utilizes an electrical services contractor to provide a variety of on-call services throughout the year. These services include repairs to athletic field lights, tennis court lights, pool deck light, parking lot lights, Wills Park Equestrian Center lights, Union Hill Park lights, and gymnasium/gymnastics center lights. Having an electrical services contractor on-call provides the flexibility needed for the Department to quickly and efficiently address unforeseen electrical outages that may occur during the year.
- The City advertised RFP #15-110 for on-call electrical services on June 11, 2015 with a due date of July 9, 2015. Meer Electric, Inc. was the only company that submitted a proposal. While there were several other potential bidders who downloaded the RFP from the City website, no other companies submitted a formal proposal. The Finance Department procurement team contacted these companies and were informed the companies did not have the resources to meet our needs.
- Meer Electric, Inc. held the previous contract for five years. The Department has been extremely pleased with their quick response time, ability to get the work done, and the professionalism of their employees. Staff recommends entering into a new five-year contract with Meer Electric, Inc. for on-call electrical services. No rate increases are projected throughout the five-year contract period. The new contract would expire on June 30, 2020.

Public Comment

None

- ❖ *Council Member Gilvin offered a motion award RFP # 15-110, a five-year contract for Recreation and Parks Department On-Call Electrical Services, to Meer Electric, Inc., and authorize the Mayor to execute all of the necessary documents.*

- *The motion was seconded by Council Member Owens*
- *Motion approved (7-0)*

E. Meeting Minutes of 8-3-15

- Mayor Belle Isle abstained from this item
- ❖ *Council Member Cross offered a motion to approve*
 - *The motion was seconded by Council Member Mitchell*
 - *Motion approved (6-0)*

F. Board And Commission Appointments

1. Codes Enforcement Board

- ❖ *Council Member Kennedy offered a motion to reappoint Fred Smith, Wayne Rand and Dick Freeman to the Code Enforcement Board*
 - *The motion was seconded by Council Member Aiken*
 - *Motion approved (7-0)*

IX. PUBLIC COMMENT

None

X. REPORTS

- Mayor Pro Tem Aiken reported that Northpoint church rolled out their pilot entrance and exit plan and thanks to Pete Sewczwicz and the Public Works Department, it was a success
- Council Member Owens:
 - Also thanked the Public Works department for the Northpoint Church traffic plan
 - Announced the start of a latex paint recycling program
 - Let the public know that on Saturday night, Milton Avenue will be closed in order to move a water pipe
 - Public Works has implemented a new work management system that is integrated with see click fix, which will allow the department to address issues much more efficiently
- Mayor Pro Tem Aiken reminded Council that the Christmas tree lighting date needs to be announced at an upcoming Council Meeting
- City Clerk, Coty Thigpen, reported that it was administration's goal to move to paperless agenda and wanted to solicit feedback from Council about that potential transition

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ *Mayor Belle Isle adjourned the meeting at 10:11 p.m.*



FINAL SCHEMATIC DESIGN DOCUMENTATION
AUGUST 14, 2014

A0.0 TITLE
A0.1 GENERAL NOTES
A0.2 MATERIALS LIST

A1.0 SITE PLAN
A2.1 FLOOR PLAN
A2.2 ROOF PLAN

A3.1 NORTH ELEVATION
A3.2 EAST ELEVATION
A3.3 SECTION

A4.1 COLUMN DETAILS
A4.2 RAILING DETAILS
A4.3 STAIR DETAILS

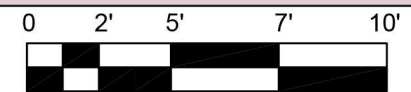
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CONSTRUCTION



DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND
ALPHARETTA, GEORGIA

P 1206.03



SCALE: 3/16" = 1'-0"

FINAL SD DOCUMENTATION

A0.0

AUGUST 14, 2015

GENERAL NOTES:

1. Design Documents have been prepared solely for the limited purposes of establishing the Project's aesthetic architectural design intent. The Design Documents shall not be used for construction, permitting, or any other use inconsistent with the limited purpose of establishing aesthetic design intent. Any dimensional or technical information contained in the Design Documents is provided solely for illustrative purposes and shall not be relied upon. Any use of the Design Documents for purposes other than establishing the Project's aesthetic architectural design intent shall be at the user's sole risk and without liability to the Design Architect. Further, to the extent permitted by law, any use of these Design Documents constitutes an agreement by the user to indemnify and hold harmless the Design Architect and its officers, directors, employees and consultants from all damages, liability, costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such damages, liability, costs and expenses arise from the use of the Design Documents for purposes other than establishing the Project's aesthetic architectural design intent. Any use of these Design Documents for any purpose constitutes acceptance of the above terms and conditions by the user.

2. These drawings, specifications, and other documents, ('the Documents') including electronic versions thereof and the ideas, designs and arrangements represented thereby, are and shall remain the property of David M. Schwarz Architects, Inc. as defined by applicable contractual agreements ('the Agreements') and as protected by the copyright statues of the United States. Use of the Documents shall be strictly limited to the project for which they were prepared and developed ('the Project') per the terms of the Agreements. No part of the Documents shall be copied, disclosed to others, or used in conjunction with any other work or project, or by any other persons for any other purposes, other than the completion of the Project without the specific written authorization of David M. Schwarz Architects, Inc. The downloading, opening, or viewing of electronic versions of the Documents or visual contact with any printed form thereof shall constitute conclusive evidence of acceptance of these restrictions.

3. The Materials Key and Materials List & Finish Notes are intended to specify finishes and materials only for the limited purposes of establishing aesthetic design intent. These documents are limited in completeness and coordination commensurate with Schematic Design as per industry standards and contractual scopes. As such, some building components, systems, and finishes are not fully described in these documents. The Design-Build Consultant shall use their best efforts and experience with the building types and their general experience to help establish and maintain appropriate assumptions, allowances, and contingencies such that the Schematic Design cost plan represents the full and actual cost of the Project as per the Program and quality standards represented by Owner approval.

4. All specifications are subject to adjustment, modification, or supplemental information during subsequent phases. It is the intent of the Materials List & Finish Notes and the Final Schematic Design Documentation drawings (dated August 14, 2015), subsequent clarifications, and other documents to establish the level of architectural finishes and exposed materials for pricing. If there are any differences between the materials list and the drawings, within the materials list, or within the drawings themselves, it is the intent that the materials and/or details of the most stringent or highest quality shall apply.
5. Design-Build Consultant to provide other drawings, specifications, and narratives for supplemental information concerning building systems (structural, mechanical, electrical, plumbing, fire protection, civil, landscape, etc.), fire ratings, code compliance, substrates, and technical details.

6. Where allowance values are specified, allowance shall refer to cost of finish material only. All substrates, fabrication, installation, and incidentals are to be included in base pricing and not in the stated allowance, unless otherwise indicated.

7. Unless otherwise noted, TBD (to be determined) shall refer to additional design details and/or specifications to be issued by Design Architect and incorporated into Contract Documents by the Design-Build Consultant and/or others.

8. "Or approved equal" to be determined by Design Architect for appearance and by others for technical compliance.

9. Refer to the Design Architect's Final Schematic Design Documentation drawings dated August 14, 2015 and any subsequent revisions or clarifications for indications of materials and level of architectural detail. These drawings represent the aesthetic design intent of the exterior architectural form and finish only. Design-Build Consultant to coordinate the requirements and details of all other building systems with the architectural aesthetic design intent conveyed herein.

10. Concert seating and conductor's stand shown in plan for layout and reference purposes only.

11. Design-Build Consultant to verify and coordinate location and integration of all audio-visual, electrical, lighting, and other equipment and services to be provided as requested by Owner or as required by code. All devices, fixtures, equipment and their locations shall be reviewed by the Design Architect.

12. Design-Build Consultant to verify and coordinate all guardrails and handrails and their location as required by code. Diagrammatic location of handrails shown in the floor plan, but not shown in the elevations for clarity of the drawing. It is the Design Architect's aesthetic design intent that only those handrails as required by code be provided. If no or fewer handrails are required at the front (north) steps, then those currently shown on the floor plan that are not required may be deleted. Final handrail layout shall be reviewed by the Design Architect.

13. Design-Build Consultant to verify all existing utilities and site conditions as required. Spot elevations shown on the Design Architect's drawings are rough estimates based on earlier site documentation and are to be confirmed by Design-Build Consultant and adjusted as may be required.

14. Site information shown on the Design Architect's Site Plan is shown for illustrative purposes only. These documents either do not address or show limited design information/quantities for the following: site demolition/excavation; site and building decorative exterior lighting; landscaping; retaining walls; site and building signage/wayfinding; site FF&E. Design-Build consultant to provide additional information and allowances for any items not included in the drawings or specifications in consultation with the Design Architect and Owner.

NOT FOR
CONSTRUCTION



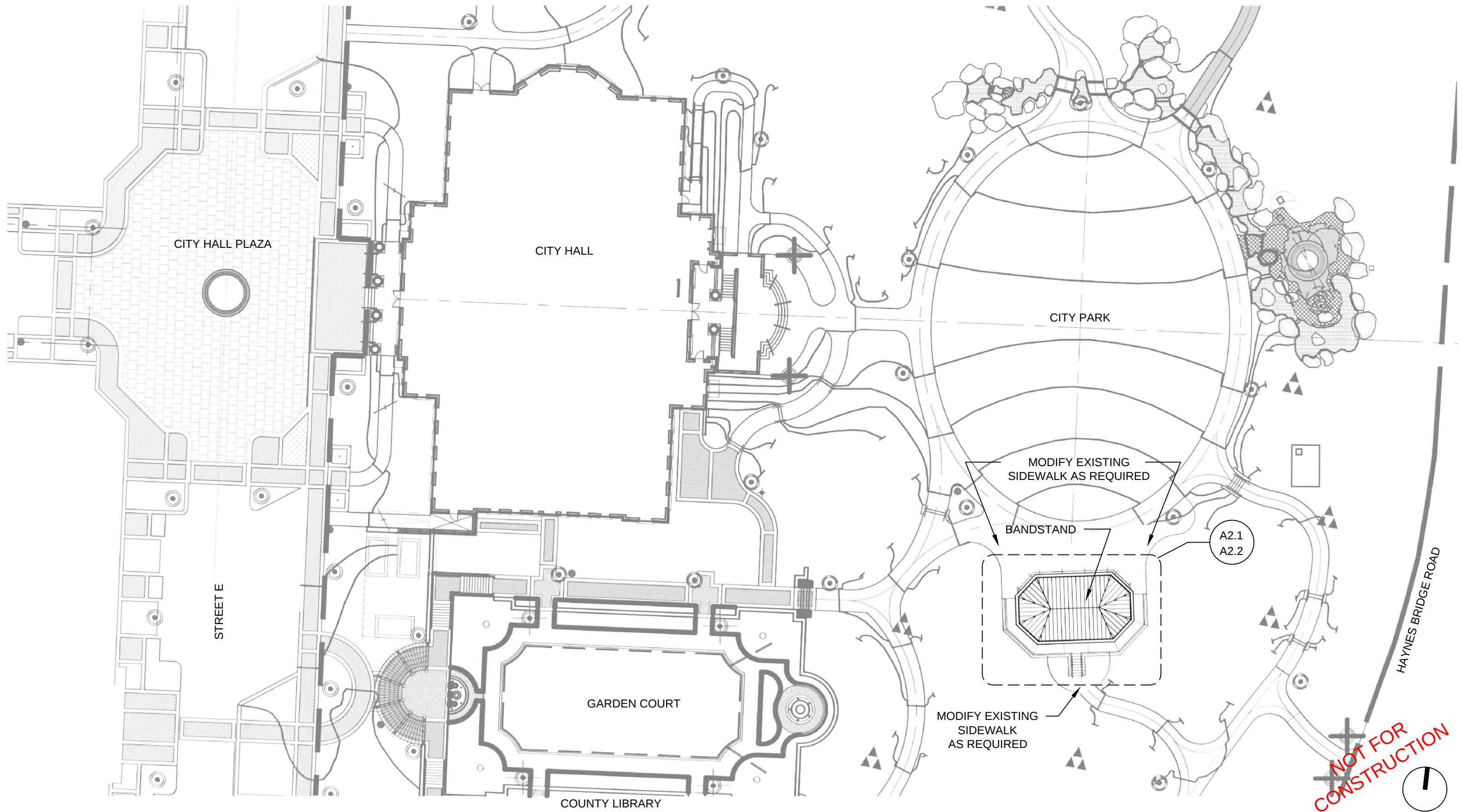
MATERIAL LIST & FINISH NOTES:

Label	Spec No.	Material Specification	Exterior Location
BR1	042100	<u>Brick Masonry</u> Description: Modular, running bond brick masonry to match City Hall Coursing & Sizing: Modular (3 5/8" x 2 1/4" x 7 5/8") with three in 8" vertical coursing; running bond; provide solid core brick where might otherwise be exposed due to offsets in plane Manufacturer / Product: Cushwa or approved equal Color / Finish: "Dark Blend" composed of 60% #116 Potomac, 30% #154 Montgomery and 10% #450 Hunt Valley; smooth face Mortar Color: Holcim "Brick Red" (Design-Building Consultant to confirm actual final color used at City Hall)	Front (north) stair risers and platform, ramp and rear (south) stair walls
CON1	033500	<u>Concrete</u> Description: Concrete paving to match existing sidewalks Color / Finish: Standard gray (Design-Build Consultant to confirm existing); steel trowel finish on slabs; broom finish on stair treads, risers, and ramps; provide concrete sealer as required	Sidewalks, ramps, rear (south) stair treads and risers, bandstand platform
FRP1	097700	<u>Fiberglass Reinforced Plastic - Columns</u> Description: 3-dimensional molded column enclosures Size: 15'-0" overall height, 1'-6" diameter as shown in the drawings. Manufacturer / Product: Chadsworth Columns, Ionic Order #732-7, full round split for assembly over structural columns, plain, tapered with Scamozzi capital, attic base molding and plinth (plinth modified to be octagonal in lieu of square as shown in drawings), or approved equal; interior void space around structural columns to be filled with sand if allowed by code Color / Finish: Smooth finish, painted to match City Hall cast stone	Architectural columns
FRP2	097700	<u>Fiberglass Reinforced Plastic - Trim</u> Description: 3-dimensional molded architectural trim Size: Custom mold or stock components assembled together as required to achieve final design intent profile as shown in drawings, to be review by Design Architect Manufacturer / Product: TBD by Design-Build Consultant Color / Finish: Smooth finish, painted to match City Hall cast stone	Cornice
FRP3	097700	<u>Fiberglass Reinforced Plastic – Ceiling</u> Description: 3-dimensional molded ceiling/soffit panels Size: Beaded board or v-groove stock components as required to achieve final design intent as shown in drawings Manufacturer / Product: TBD by Design-Build Consultant Color / Finish: Smooth texture, painted white	Ceiling

Label	Spec No.	Material Specification	Exterior Location
MRF1	076100	<u>Metal Roof – Standing Seam</u> Description: Standard seam metal roofing to match City Hall Size: 16 ½" wide with 1 ½" tall seam Manufacturer / Product: Berridge or approved equal; Cee-Lock panel system with metal flashing as required Color / Finish: Zinc Grey, Kynar 500 or equal finish	Roof
MRL1	057300	<u>Decorative Guardrail</u> Description: Custom aluminum guardrail and handrail fabricated from standard sections, square-cornered tubes, bars, plates and profiled caps as required Size: 36" overall height; see drawings for component sizes Manufacturer / Product: Julius Blum or approved equal, guardrail cap #6929, post cap #5840 Color / Finish: Painted black; all welds & connections to be ground smooth and polished	Along perimeter ramp and rear (south) stair walls
MRL2	057300	<u>Decorative Handrail</u> Description: Custom aluminum handrail fabricated from standard sections, square-cornered tubes, bars, plates and rails as required Size: 34" mounting height; see drawings for component sizes Manufacturer / Product: Julius Blum or approved equal, handrail cap #6931 Color / Finish: Painted black; all welds & connections to be ground smooth and polished	Along ramps and front (north) stair walls as required by code
ST1	044000	<u>Stone Treads & Paving</u> Description: Solid stone stair treads and paving Coursing & Sizing: Panel sizes (length, width, and height) and joint locations as indicated in drawings; 1 ¼" minimum thickness Manufacturer / Product: A local monolithic Flagstone Color / Finish: Blue to Gray in color as approved by Design Architect Mortar Color: Custom color to blend with ST1 as approved by Design Architect	Front (north) stair treads and perimeter border of platform
-	079200	<u>Joint & Construction Sealants</u> Description: Sealants as required and determined by Design-Build Consultant. Size: Maximum 3/8" joint between masonry and any other material in all locations unless otherwise required Color: Custom color(s) to match mortar, stone, or concrete, etc.	Where required

NOT FOR
CONSTRUCTION





DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND SITE PLAN

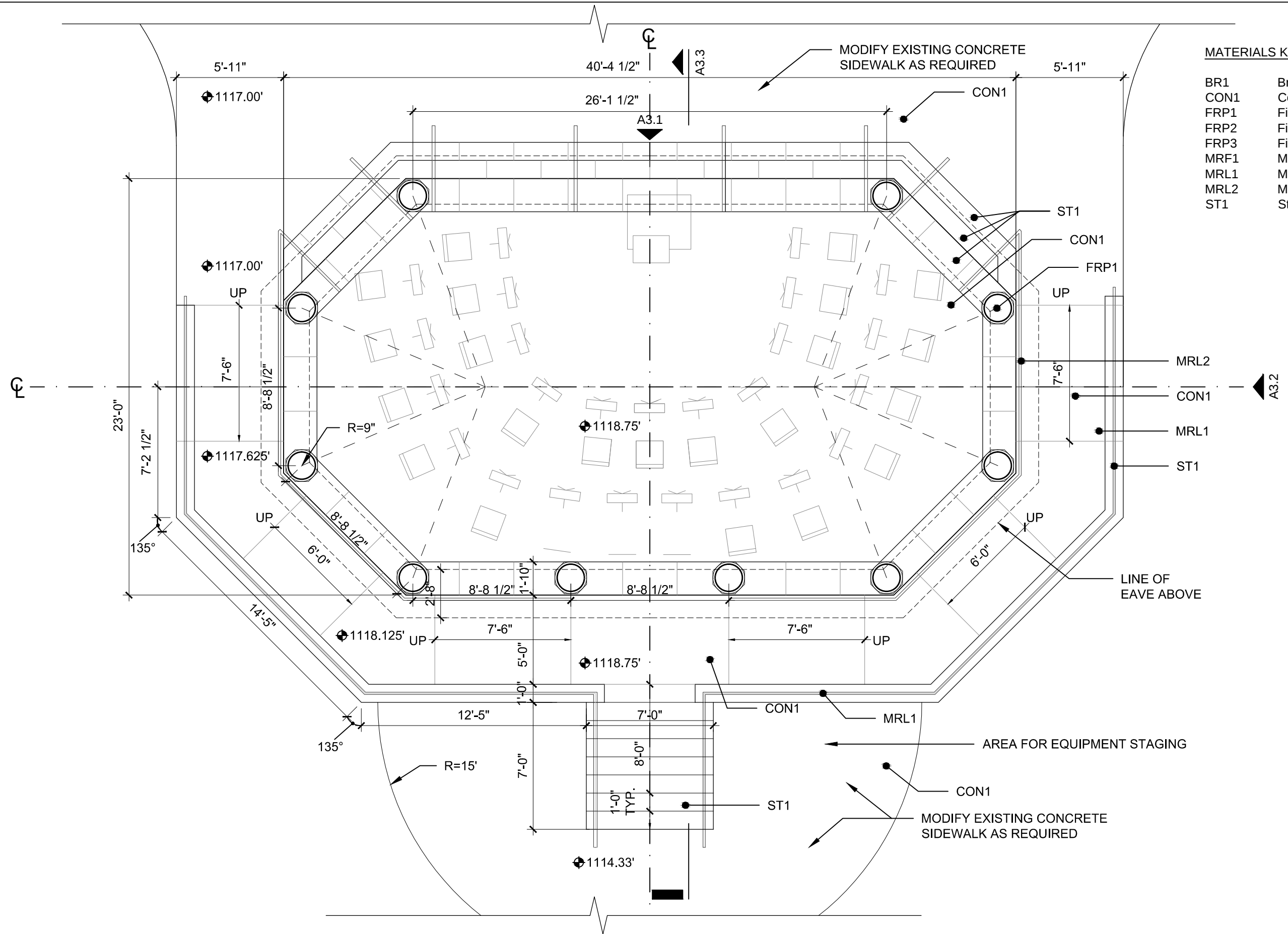
P 1206.03



FINAL SD DOCUMENTATION

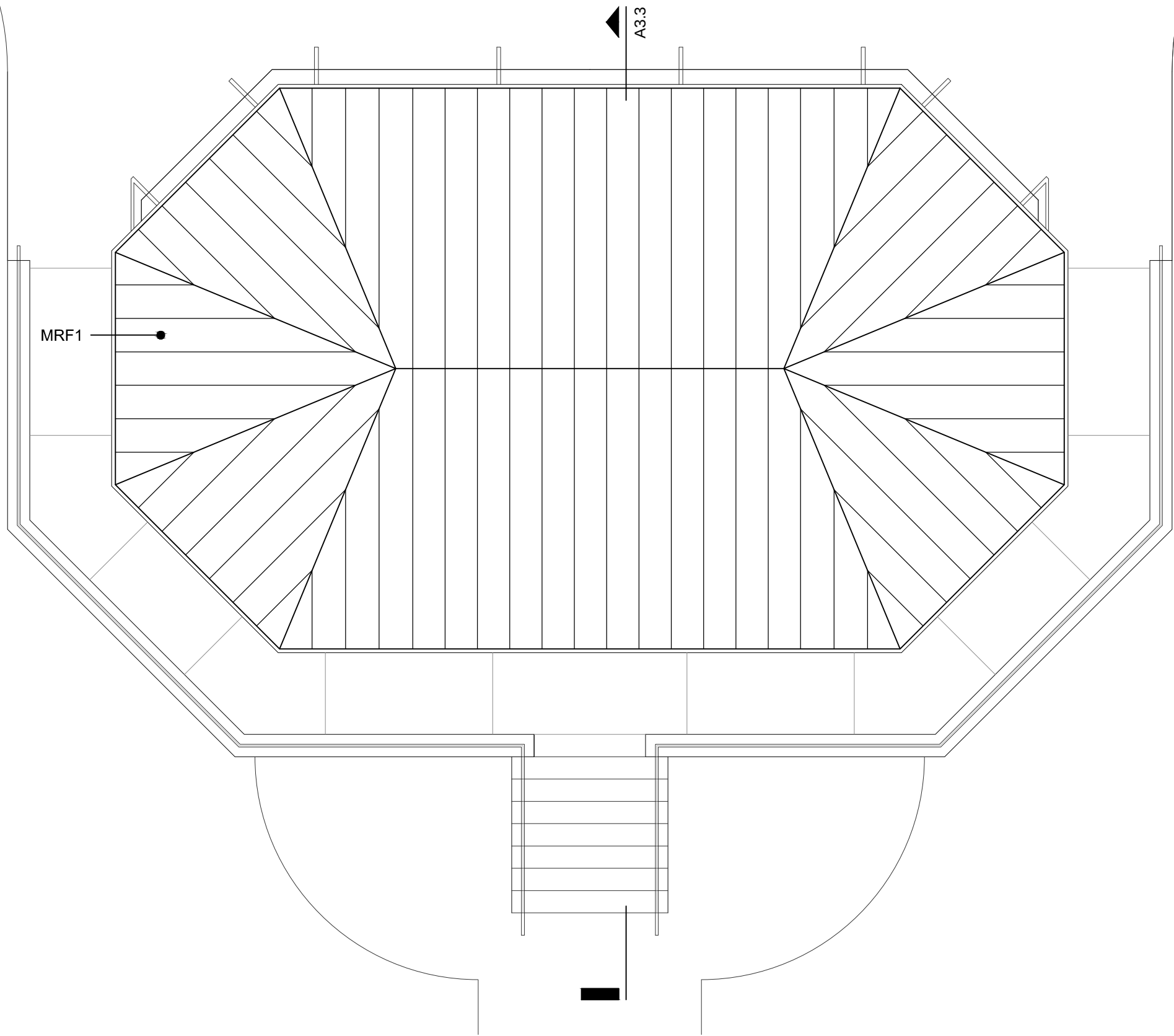
A1.0

AUGUST 14, 2015



MATERIALS KEY

- | | |
|------|--------------------|
| BR1 | Brick |
| CON1 | Concrete Slab |
| FRP1 | Fiberglass Column |
| FRP2 | Fiberglass Cornice |
| FRP3 | Fiberglass Ceiling |
| MRF1 | Metal Roof |
| MRL1 | Metal Guardrail |
| MRL2 | Metal Handrail |
| ST1 | Stone |



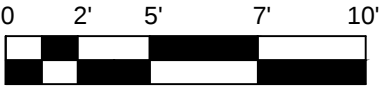
NOT FOR
CONSTRUCTION



DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND
ROOF PLAN

P 1206.03



SCALE: 3/16" = 1'-0"

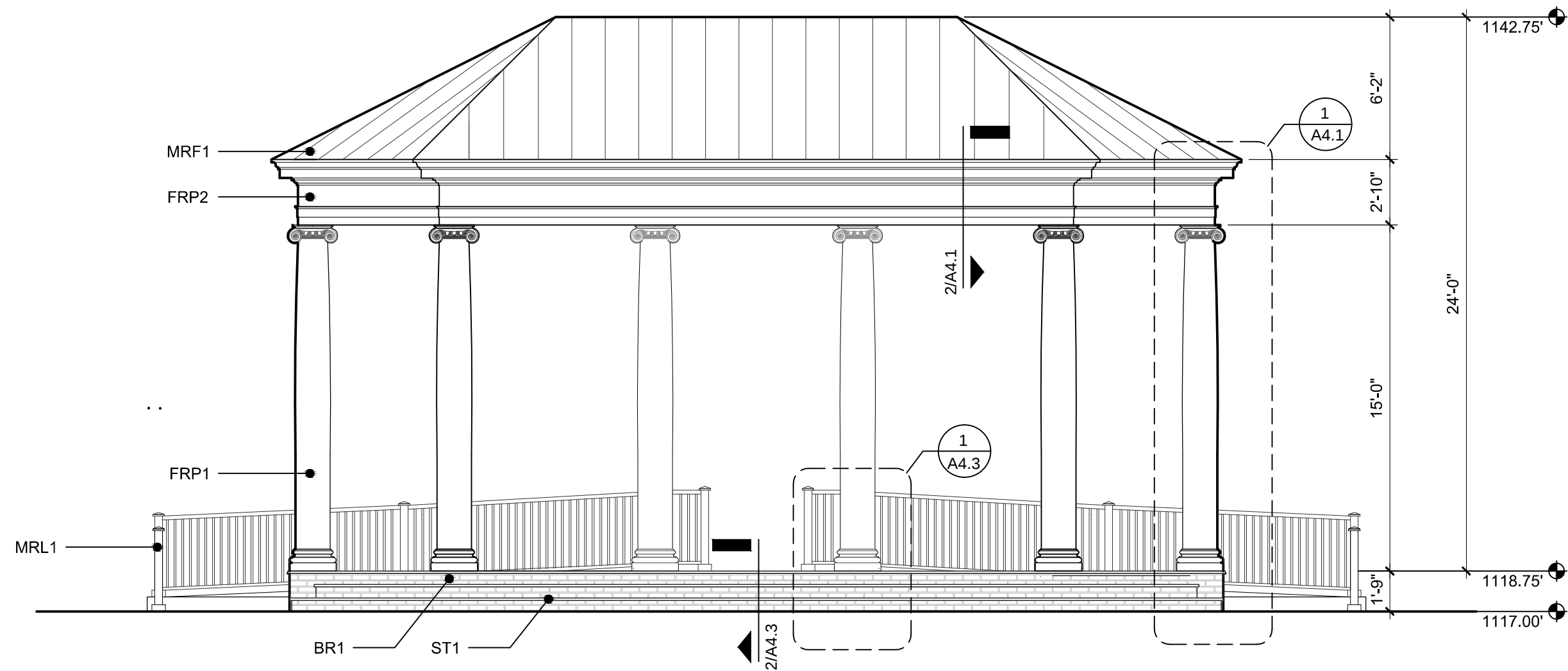
FINAL SD DOCUMENTATION

A2.2

AUGUST 14, 2015

MATERIALS KEY

BR1	Brick
CON1	Concrete Slab
FRP1	Fiberglass Column
FRP2	Fiberglass Cornice
FRP3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail
MRL2	Metal Handrail
ST1	Stone



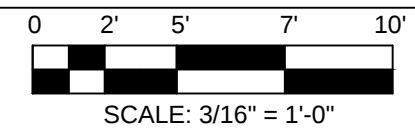
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DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND NORTH ELEVATION

P 1206.03



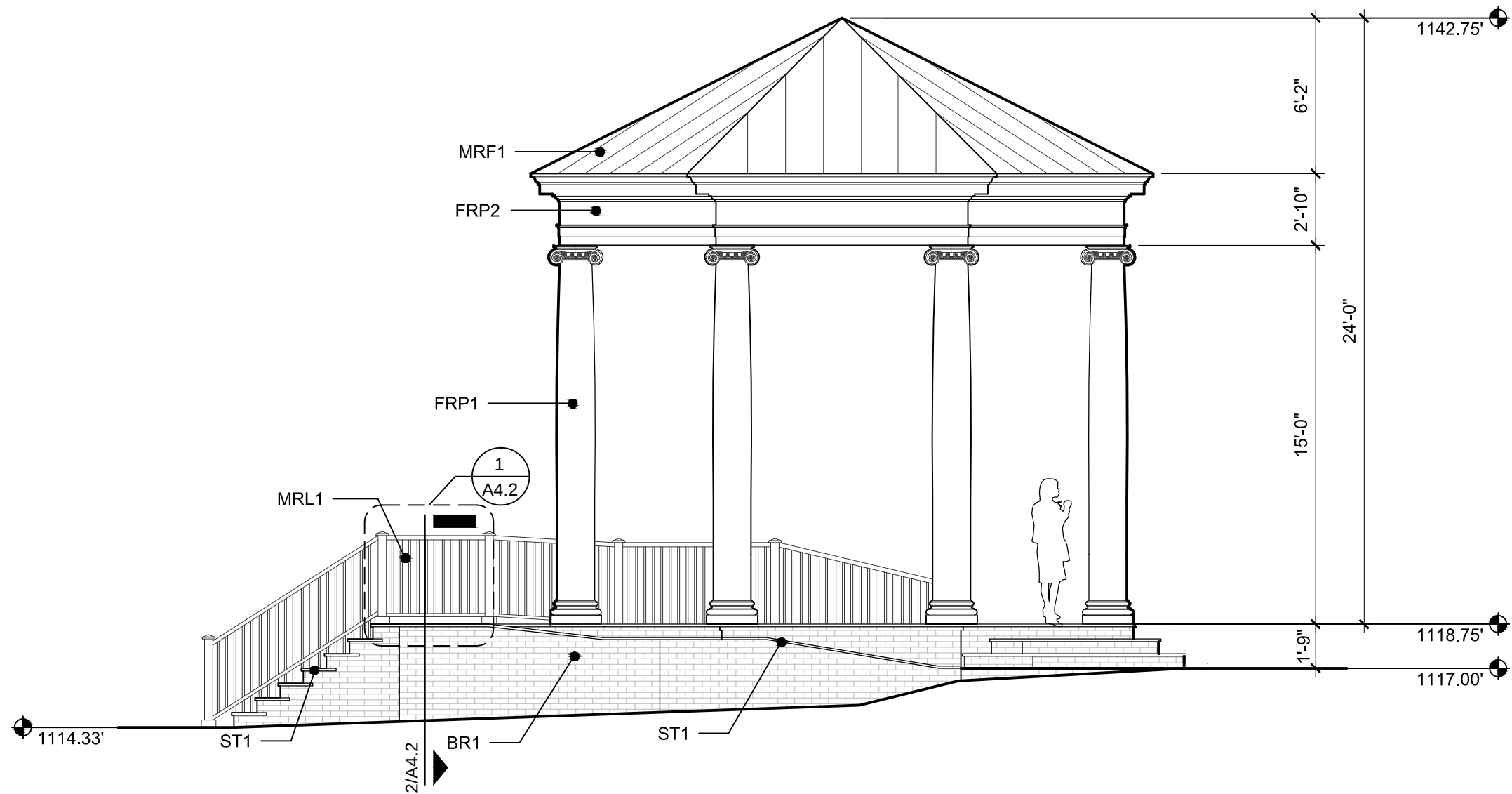
FINAL SD DOCUMENTATION

A3.1

AUGUST 14, 2015

MATERIALS KEY

BR1	Brick
CON	Concrete Slab
FRG1	Fiberglass Columns
FRG2	Fiberglass Cornice
FRG3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail and Handrail
MRL2	Metal Handrail
ST1	Stone



NOTE: FOREGROUND
HANDRAILS NOT SHOWN FOR
CLARITY OF THE DRAWING

NOT FOR
CONSTRUCTION



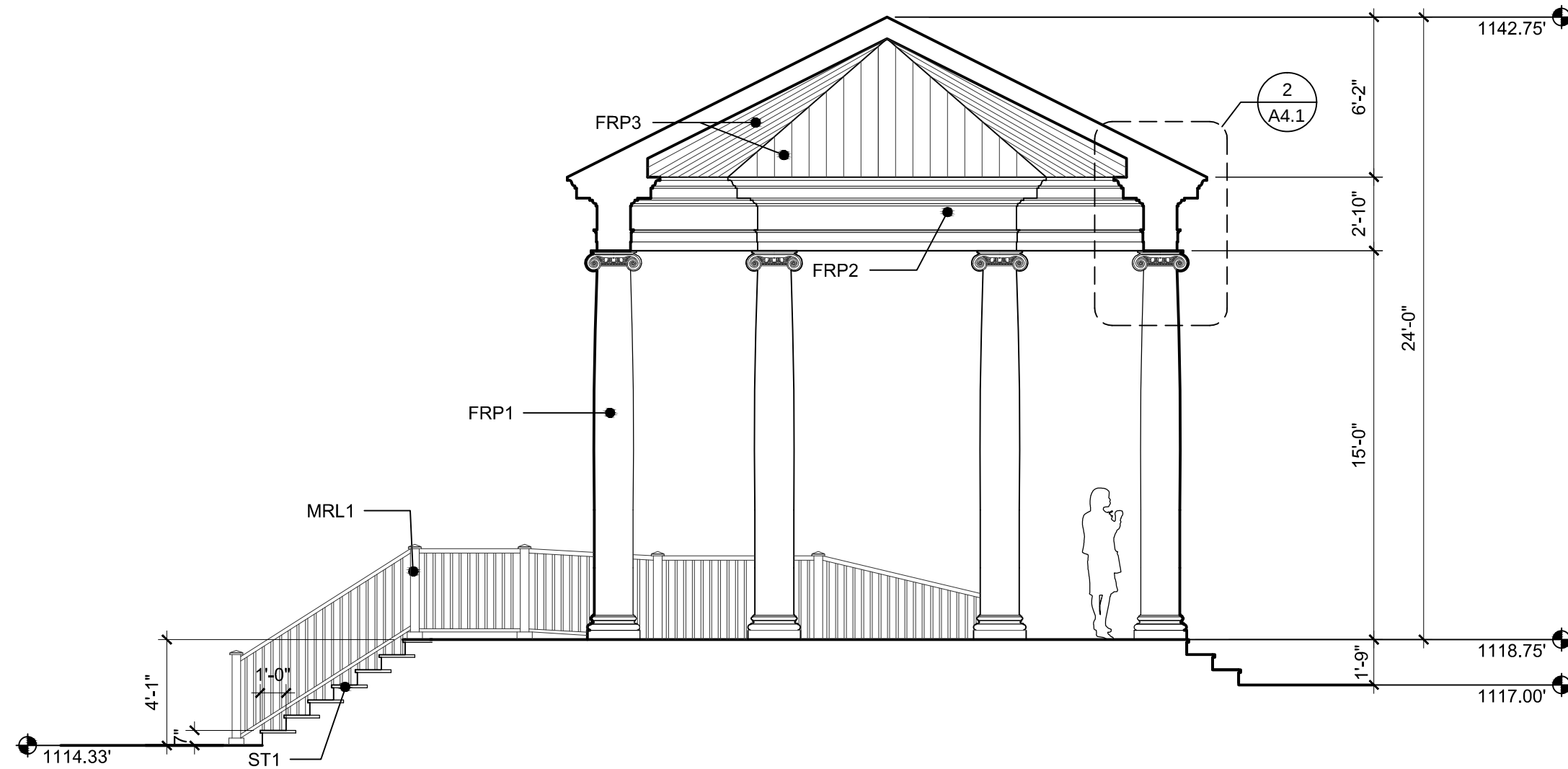
DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND
EAST ELEVATION

P 1206.03	0 2' 5' 7' 10'	A3.2
	SCALE: 3/16" = 1'-0"	
FINAL SD DOCUMENTATION		AUGUST 14, 2015

MATERIALS KEY

BR1	Brick
CON1	Concrete Slab
FRP1	Fiberglass Column
FRP2	Fiberglass Cornice
FRP3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail
MRL2	Metal Handrail
ST1	Stone



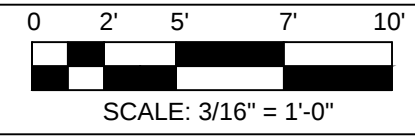
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DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND SECTION

P 1206.03



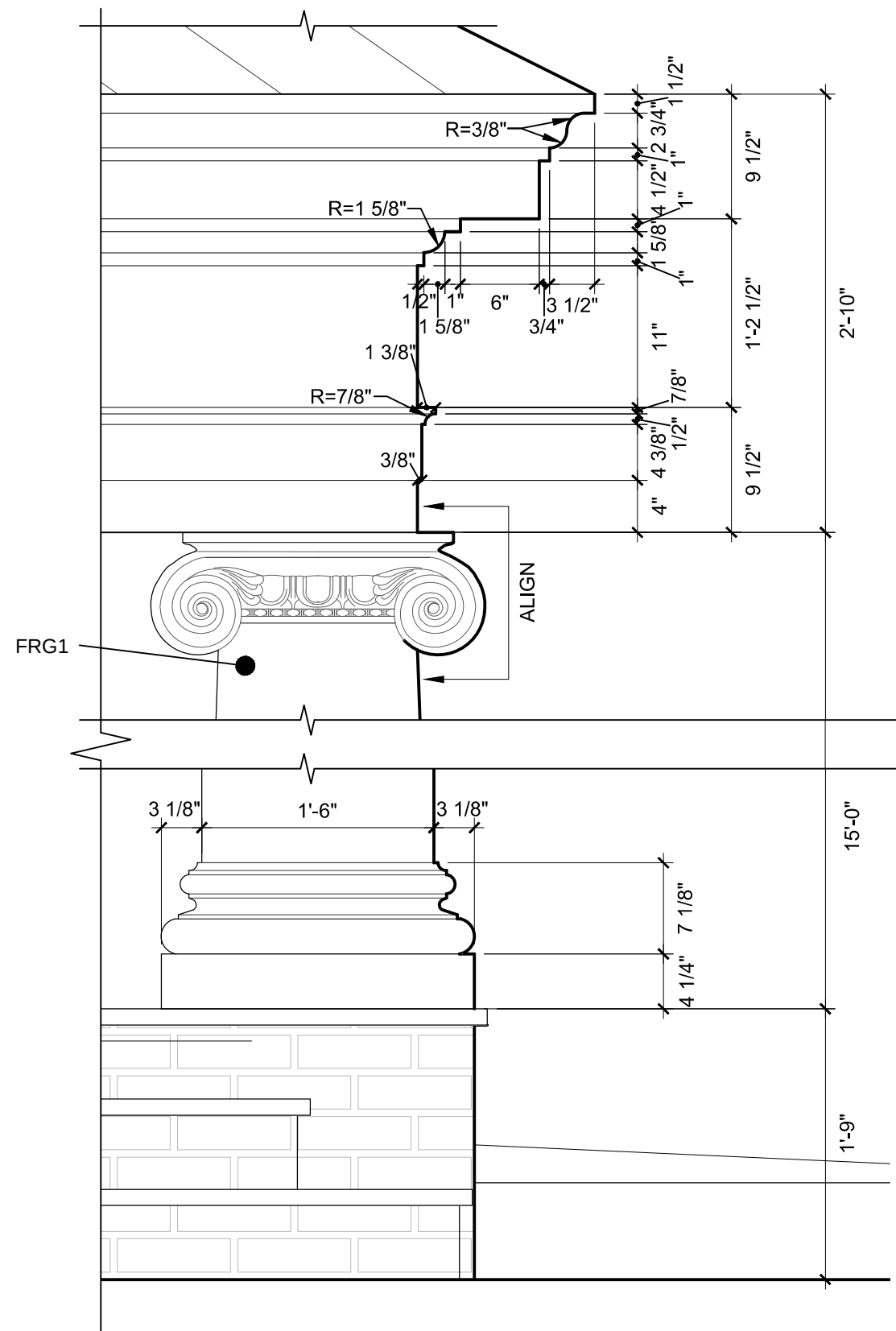
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A3.3

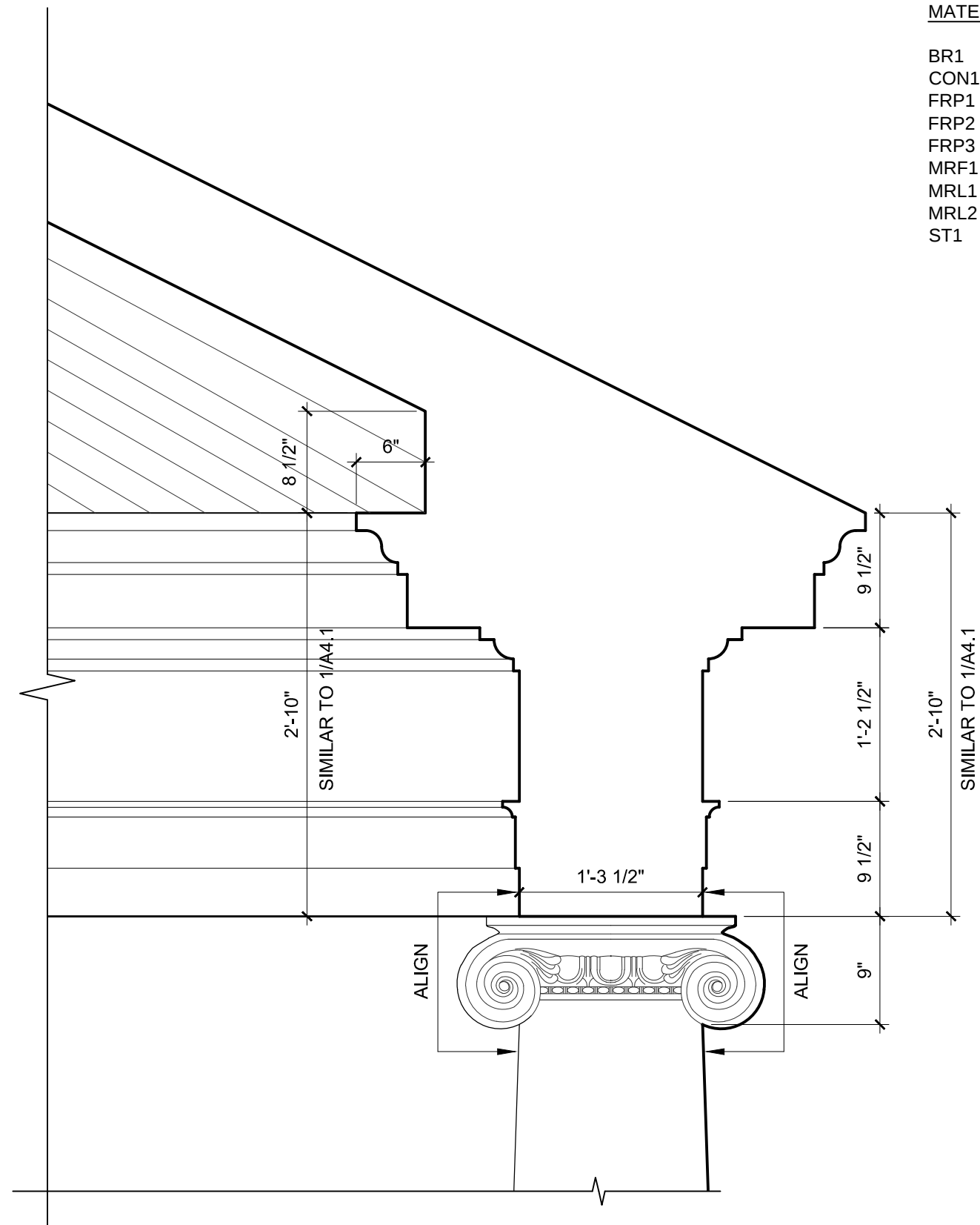
AUGUST 14, 2015

MATERIALS KEY

BR1	Brick
CON1	Concrete Slab
FRP1	Fiberglass Column
FRP2	Fiberglass Cornice
FRP3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail
MRL2	Metal Handrail
ST1	Stone



1. COLUMN ELEVATION DETAIL



2. COLUMN SECTION DETAIL

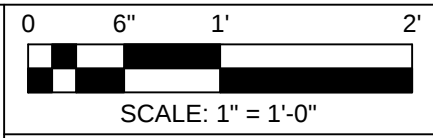
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DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND COLUMN DETAILS

P 1206.03



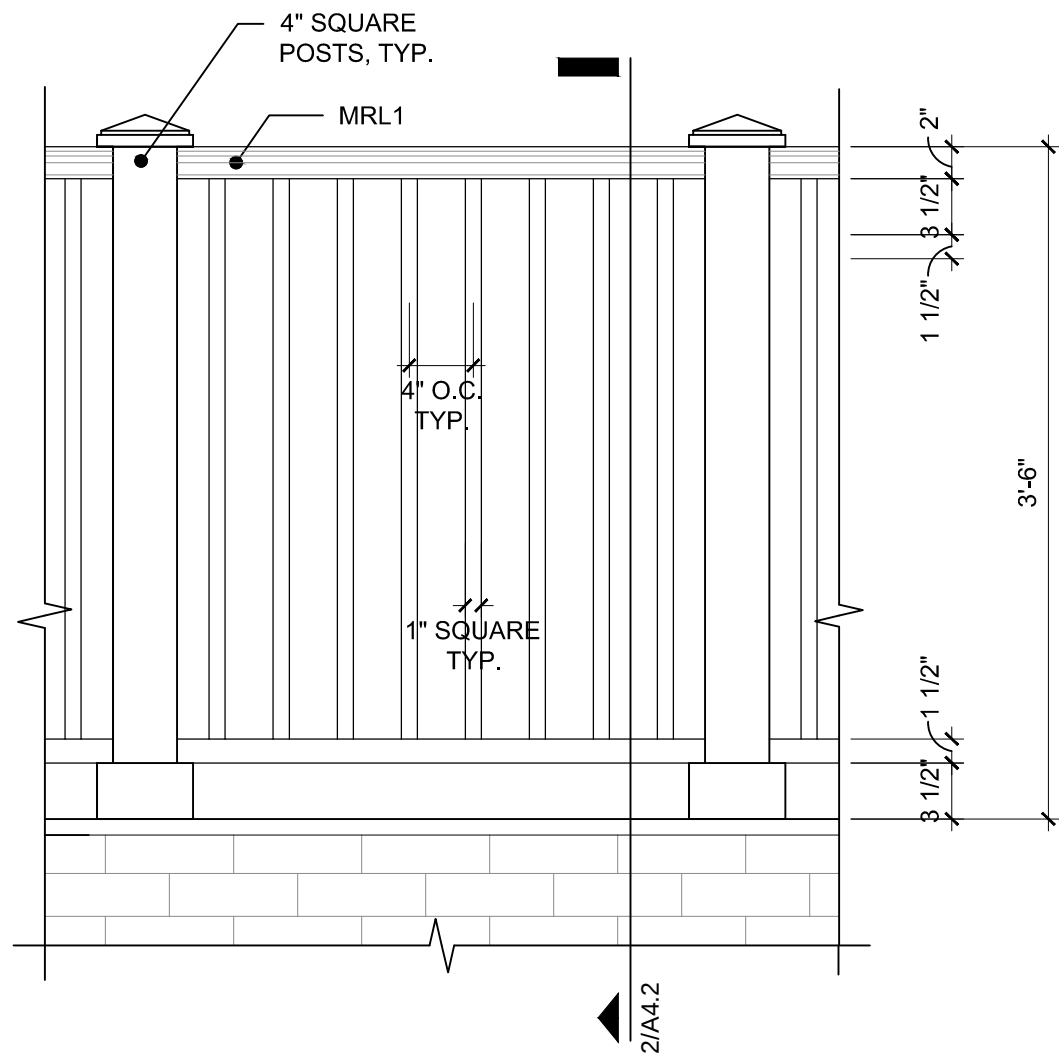
FINAL SD DOCUMENTATION

A4.1

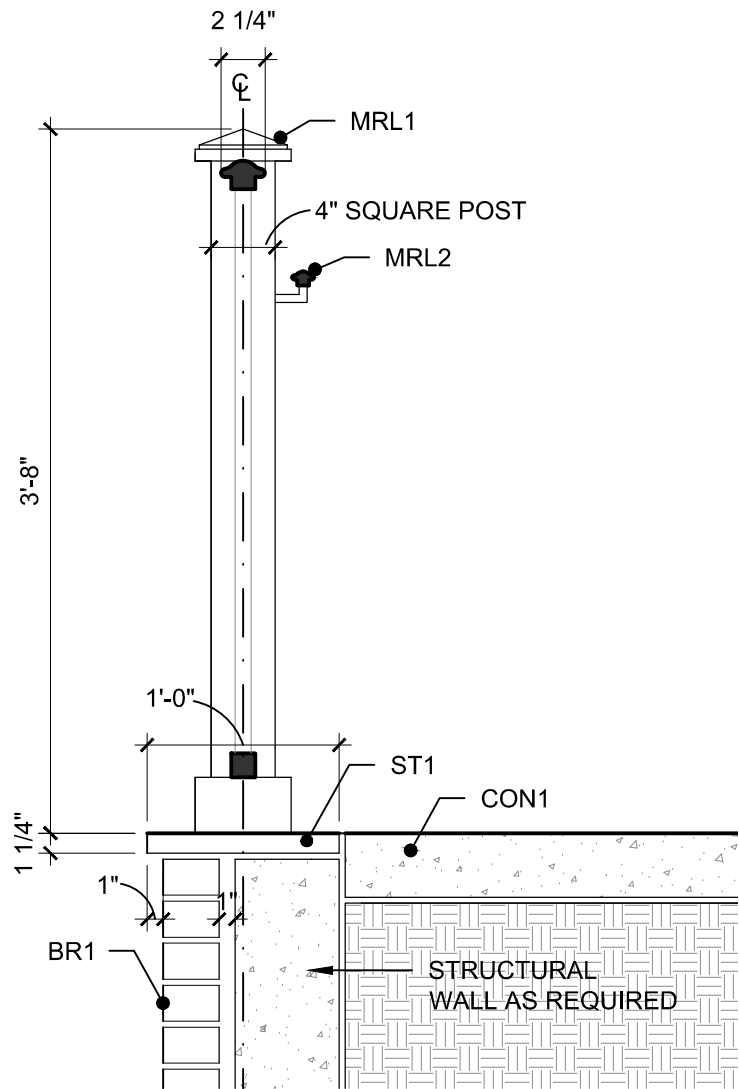
AUGUST 14, 2015

MATERIALS KEY

BR1	Brick
CON1	Concrete Slab
FRP1	Fiberglass Column
FRP2	Fiberglass Cornice
FRP3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail
MRL2	Metal Handrail
ST1	Stone



1. GUARDRAIL DETAIL



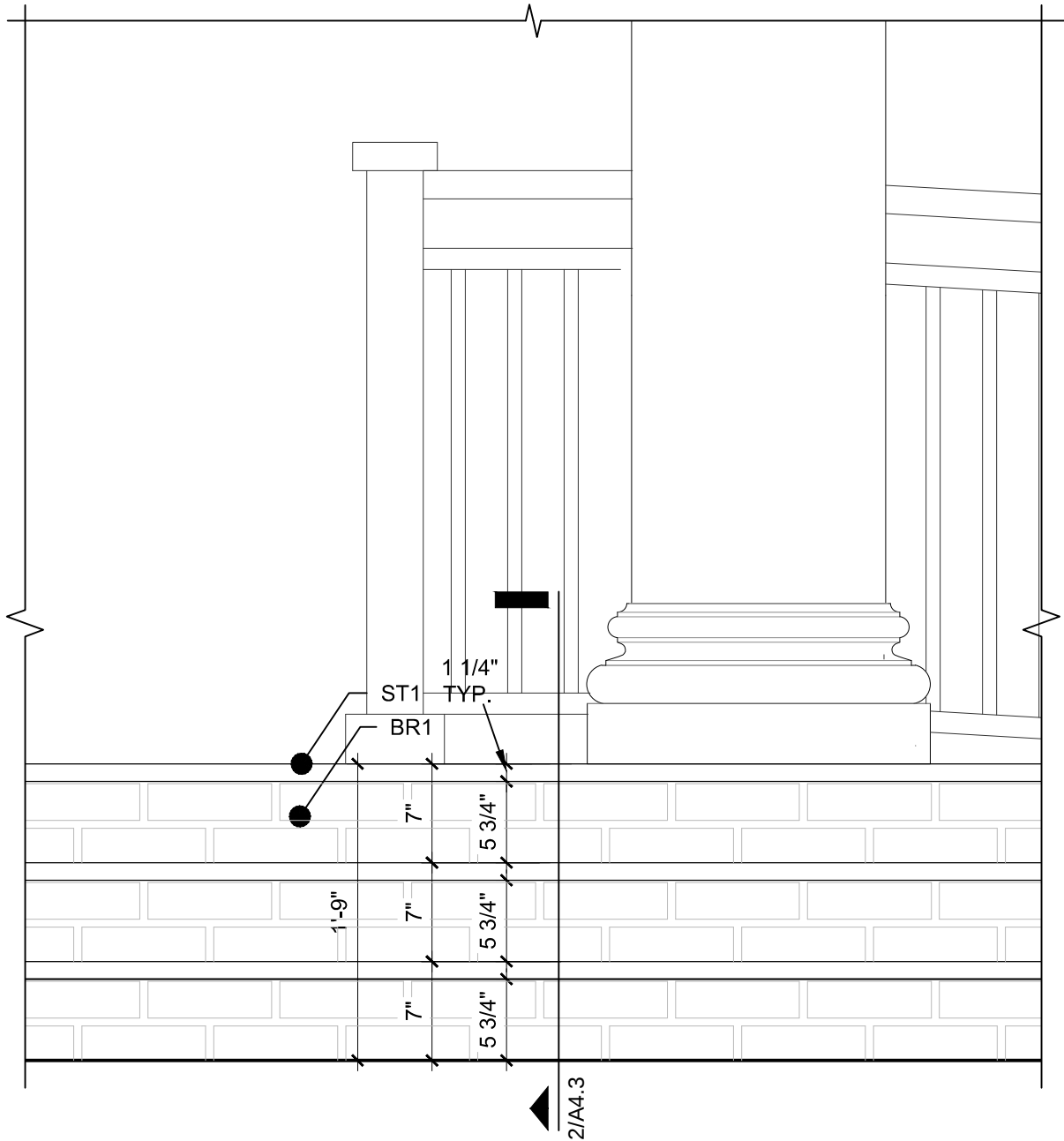
2. SECTION DETAIL

NOT FOR
CONSTRUCTION

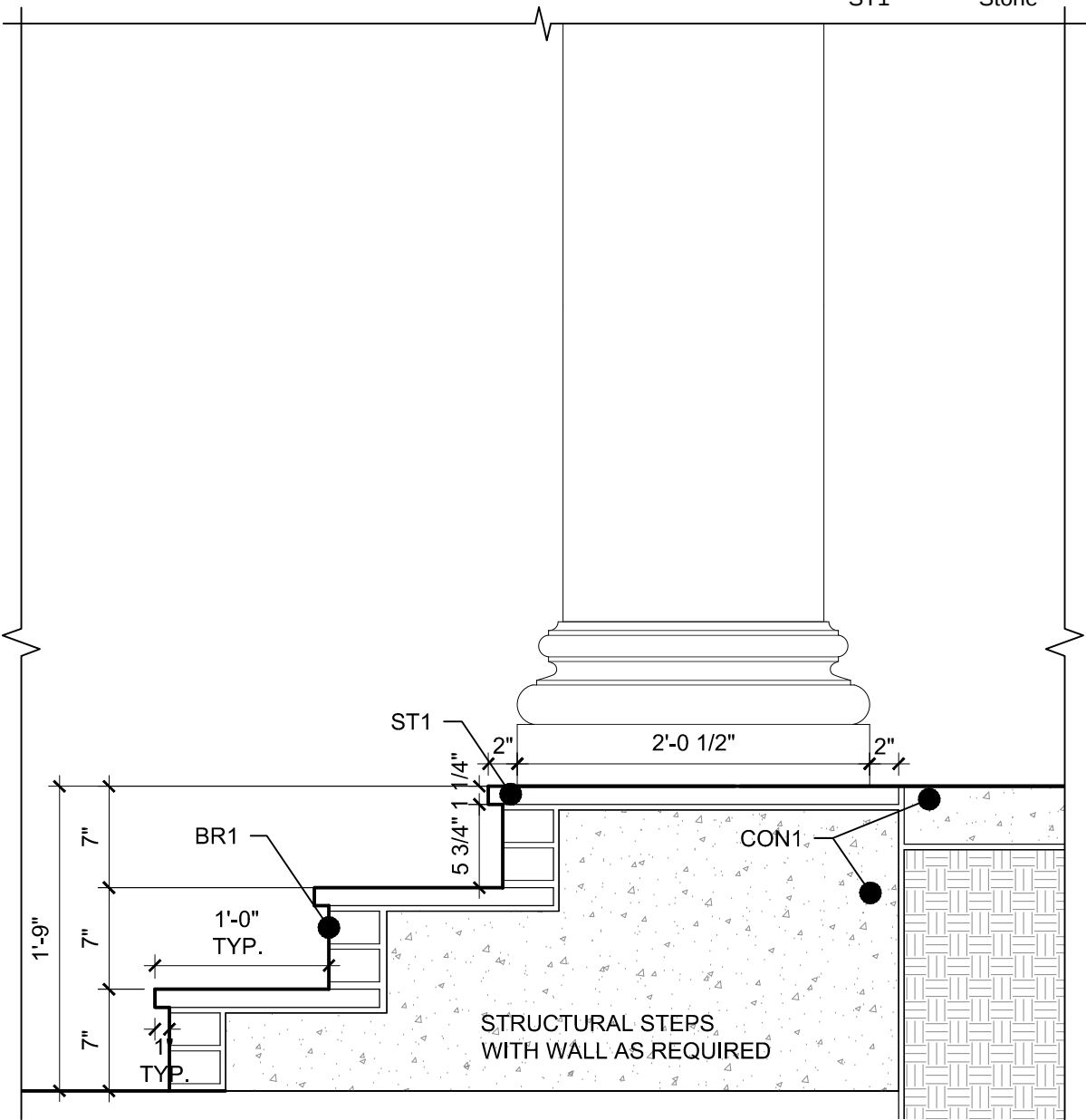


MATERIALS KEY

BR1	Brick
CON1	Concrete Slab
FRP1	Fiberglass Column
FRP2	Fiberglass Cornice
FRP3	Fiberglass Ceiling
MRF1	Metal Roof
MRL1	Metal Guardrail
MRL2	Metal Handrail
ST1	Stone



1. STAIR ELEVATION DETAIL



2. SECTION DETAIL

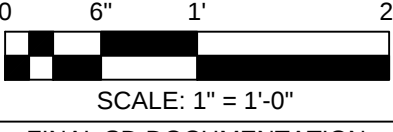
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CONSTRUCTION



DAVID M. SCHWARZ ARCHITECTS

ALPHARETTA BANDSTAND
STAIR DETAILS

P 1206.03



A4.3

AUGUST 14, 2015



City Council Meeting STAFF REPORT

Submitting Department: Administration
Submitted By: Pete Sewczwicz, Public Works Director

I. AGENDA ITEM TITLE: CITY CENTER GARDEN DRAINAGE

II. RECOMMENDATION:

Please award \$67,035.73 to Tri Scapes, Inc. in for Drainage Improvements to the City Center Garden and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

NON-BUDGETED ITEM: YES

NO FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: PROJECT COSTS TOTAL \$67,035.73 AND ARE
BEING FUNDED THROUGH A REALLOCATION OF OWNER'S
CONTINGENCY WITHIN THE CITY CENTER CAPITAL PROJECT FUND.

INTERNAL FUNDING SOURCES:

<u>ACCOUNT NUMBER</u>	<u>DOLLAR AMOUNT</u>
31541100-541300-C1621 (City Center Garden Drainage)	\$67,035.73
31541100-579000-C1437 (City Center Owner's Contingency)	(\$67,035.73)

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00
N/A	\$0.00

IV. REPORT IN BRIEF:

The City Center Garden between City Hall and the Fulton County Library has been holding water along the perimeter of the walkway and grass. The first occurrence of ponding water occurred in December 2015. City staff was informed once the sod "took" the issue of ponding water would be resolved; unfortunately this was not the case. The Department of Public Works along with the Department of Recreation and Parks worked closely with the engineering firm AECOM to develop a solution that maintains the aesthetics of the garden but also eliminates ponding of water during rain events. The detailed engineering design is attached for reference.

The design consists of installing multiple measures to ensure ponding water does not occur as well as prevent any water from potentially entering City Hall. Step one is to remove all of the existing sod, and soil to a depth of 18 inches, Based off conversations with CHOATE construction as well as soil boring obtained by the City the majority of the soil is made-up of clay. Once the top 18 inches of soil has been removed the next 6 inches of soil will be tilled to break up the soil. Once this is complete, 6 inches of drainage rock will be installed. Then a mixture of 80% sand and 20% peat will be installed to a depth of 10 inches and the area will be laser graded before the sod is installed.

Instead of installing a visible trench drain along the perimeter of the garden, the design team recommends installing an 18" deep by 4" wide drain below grade. Along each corner of the garden the drain will be connected to a 6" PVC pipe which will be connected to the existing drains near the 4 statutes.

Finally, the plan proposes to install 2 additional trench drains along the entrance of the garden. The trench drains will be the same decorative trench drain installed along Main Street. Installing these measures properly will solve the current ponding problem in the garden.

Once a design was finalized, the Department of Public Works and Recreation and Parks contacted several contractors currently under contract with the City to obtain a quote. The following firms submitted quotes: TriScapes, Georgia Development Partners (GDP), and Topple Construction.

Topple's quote to the City was a lump sum cost of \$110,000; GDP's quote was \$114,472.50. GDP's quote included several budget or allowance items that are the contractor's responsibility. For example, GDP's quote included an allowance if one of their subs damaged a hardscape item. The City should not be responsible to pay GDP to fix an issue that their sub created. Removing these types of line items reduces GDP's quote to \$90,000. TriScape's quote came in at \$67,035.73.

The Department of Public Works contacted TriScapes and discussed their quote. TriScape's re-affirmed they were capable of performing the necessary work, in a timely manner, and at the price they submitted to the City. TriScapes currently maintains the City Center Parks and the City will receive the additional benefit of eliminating the potential finger-pointing between the maintenance company and the installation company.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Memo, TriScapes Proposal, Garden Drainage Improvement Design



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

TO: MAYOR AND COUNCIL

FROM: BOB REGUS

A handwritten signature in blue ink that reads "BA Regus".

DATE: AUGUST 13, 2015

SUBJECT: RECOMMEND APPROVAL OF CONTRACT WITH TriSCAPES IN THE AMOUNT OF \$67,035.73 TO CONSTRUCT DRAINAGE REMEDY IN GARDEN

On July 7th you approved a design to remedy the flooding situation in our Garden. Staff then took the design and contacted three firms for a price to do the work. TriScapes came back as the low bid and is recommended for approval.

Contingency at City Center currently stands at \$160,000. If this recommendation is accepted the new balance will be \$92,964.

Back in June I wrote to you about four tasks that are still outstanding before we could say the City Hall project is completed. Below is an update on those four.

1. Fixing the drainage in the Garden. Status: Design approved July 7th. Construction of project before you tonight for approval.
2. Construction of the Bandstand. Status: Sean Noelty with David Schwarz and Associates has promised design to us by the end of this week. I will bring design to you for approval on August 24th. Upon approval of design we will bid the work.
3. Design and build out of the History Room. Status: You approved design contract with Malone last week. When they have completed the design we will bring it to you for approval before putting out to bid.
4. Pedestal for the Alpharetta Veterans Memorial. Status: Complete.

Any questions please let me know.

MAYOR
DAVID BELLE ISLE

COUNCIL MEMBERS
D.C. AIKEN
MICHAEL CROSS
JIM GILVIN
MIKE KENNEDY
DONALD F. MITCHELL
CHRIS OWENS

CITY ADMINISTRATOR
ROBERT J. REGUS



1595 Peachtree Parkway, Suite 204-396
Cumming, GA 30041
Office 770-752-4698
Fax 770-752-6792
www.TriScares.com

Courtyard at Alpharetta City Center (R-1)

City of Alpharetta

7/29/2015

Landscape and Drainage

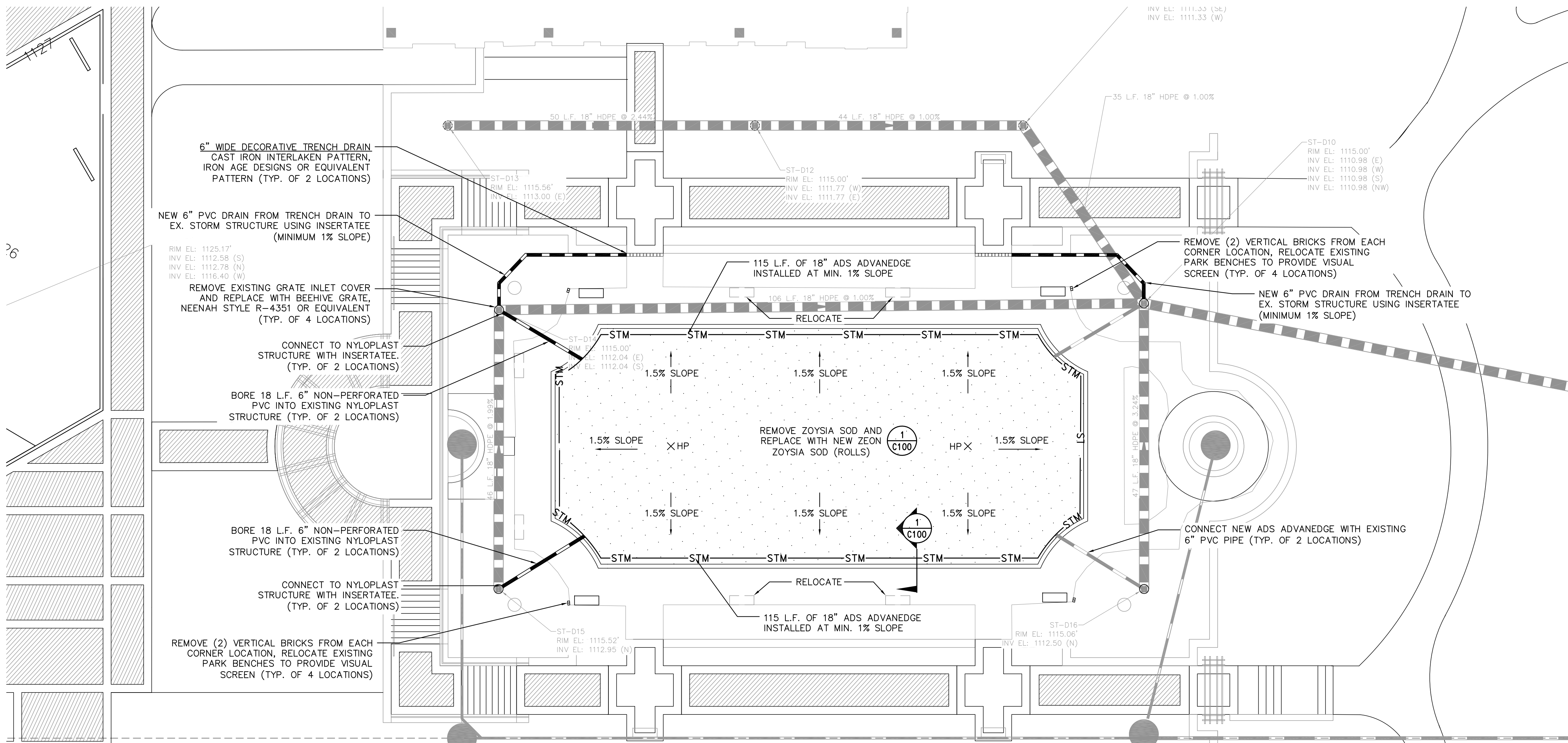
	<u>Unit</u>	
<u>Type</u>	<u>QTY.</u>	<u>UOM</u>
<u>Demolition/ Site Work</u>		
Remove Existing Zoysia Sod	3,550	SQ FT
Remove Grate Inlet Cover	1	EA
<u>Grading</u>		
Laser Grade Grassed Area	3,550	SF
<u>Drainage</u>		
6" Non perforated PVC Drain (w/boring)	135	FT
Beehive Grate, Neenah Style R-4352 or equal	1	EA
18" ADS Advanedge	250	FT
#57 Washed Stone at 8"	145	TON
<u>Landscape</u>		
Zeon Zoysia Sod (Rolls)	3,550	SF
Sedge Peat Mix (80%Sand, 20%Reed) at 10"	125	CY
<u>Irrigation</u>		
Replace and restore existing Irrigation System	1	LS
BASE BID AMOUNT:		\$ 67,035.73

Proposal Notes:

- 1) *Irrigation price DOES NOT INCLUDE water meter or power to controller.*
- 2) *Maintenance price based on newly installed landscaping only and includes mowing, watering, edging, pruning, and bed-weed control.*
- 3) *Auxiliary Maintenance may be offered as an add/alternate selection for service of installed landscape AFTER SUBSTANTIAL COMPLETION. This is not for care of installed landscape during the construction process.*
- 4) *NO ADDENDA acknowledged in this bid proposal.*

*****Landscape priced per plan pages C100**

Note: Price good for 90 days



LEGEND

ZOYSIA SOD
(ROLLS)

6" PVC

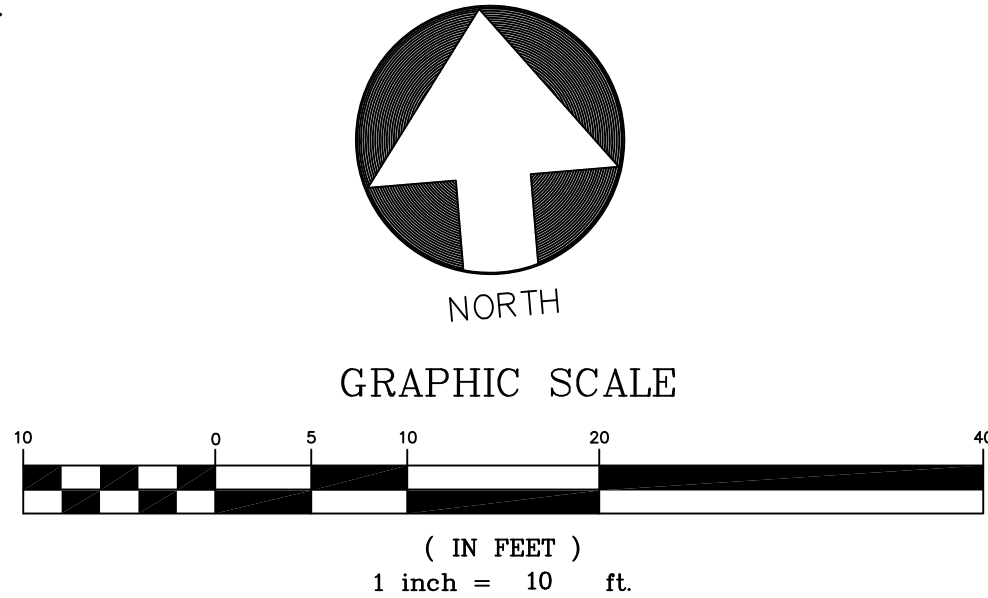
12" ADS
ADVANEDGE

GENERAL NOTES

- CONTRACTOR SHALL LASER GRADE GRASSED AREA SURFACE TO ENSURE POSITIVE DRAINAGE AS INDICATED ON PLANS. SOD TO BE INSTALLED FLUSH WITH EXISTING PERIMETER BRICK BORDER AS SHOWN IN THE CROSS SECTION 1/C100.
 - CONTRACTOR TO REPLACE AND RESTORE EXISTING IRRIGATION SYSTEM AS ORIGINALLY DESIGNED.
 - DURING THE FIRST MONTH AFTER CONSTRUCTION COMPLETION, NEWLY INSTALLED SOD SHOULD BE WATERED/IRRIGATED FOR 30 MINUTES EACH MORNING.
1. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR:
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS INCLUDING UTILITIES (INVERTS, CONNECTIONS, MATERIALS, ETC.) AND DIMENSIONS WITHIN THE LIMITS OF WORK PRIOR TO THE START OF CONSTRUCTION
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL NOTIFICATIONS AND LIAISONS WITH UTILITY COMPANIES DURING THE PROCESS OF LOCATING, RELOCATING, AND TYING INTO PUBLIC UTILITIES.
2. DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR:
- DEVIATIONS FROM THESE PLANS AND ANY ASSOCIATED SPECIFICATIONS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER MAY CAUSE THE WORK TO BE UNACCEPTABLE.
 - THE CONTRACTOR SHALL USE MATERIALS AND EMPLOY CONSTRUCTION METHODS IN ORDER TO COMPLY WITH THE DRAWINGS AND ANY ASSOCIATED SPECIFICATIONS. WHERE A CONFLICT OCCURS, THE STRICTEST DESIGN SHALL GOVERN. THE ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, ETC., DOES NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL INFORM THE ENGINEER ***IN WRITING*** OF ANY SPECIFIC DEVIATIONS AND OBTAIN THE ENGINEER'S WRITTEN APPROVAL OF THE SPECIFIC DEVIATION ***PRIOR TO THE CONSTRUCTION OF THE DEVIATION***.
 - IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.
 - ALL CONSTRUCTION MUST CONFORM TO THE STANDARDS, SPECIFICATIONS, AND CODES OF THE GOVERNING MUNICIPALITIES.
 - IF THE CONTRACTOR DAMAGES ANY EXISTING UTILITIES DURING CONSTRUCTION, HE SHALL, AT HIS OWN EXPENSE, REPLACE OR REPAIR THE UTILITIES TO THE ORIGINAL CONDITION AND QUALITY AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY.
 - IF THE CONTRACTOR DAMAGES ANY EXISTING SITE FEATURES DURING CONSTRUCTION, HE SHALL AT HIS OWN EXPENSE, REPLACE OR REPAIR THE FEATURES TO ORIGINAL CONDITION AND QUALITY AS APPROVED BY THE OWNER OR THEIR DESIGNATED REPRESENTATIVE.
 - ON-SITE BURIAL OF DEBRIS IS PROHIBITED.
 - IN CASE OF UNFORESEEN CONSTRUCTION COMPLICATIONS OR DISCREPANCIES, THE CONTRACTOR IS TO IMMEDIATELY NOTIFY THE ENGINEER ***IN WRITING***.
 - CONTRACTOR SHALL MAINTAIN CONTINUOUS UTILITY SERVICE TO ALL EXISTING BUILDINGS THROUGHOUT CONSTRUCTION UNLESS APPROVAL FOR SERVICE INTERRUPTION IS OBTAINED FROM THE OWNERS IN ADVANCE.

DEMOLITION INFORMATION

1. NOTIFICATIONS:
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND COUNTY INSPECTOR(S) 24 HOURS PRIOR TO ANY DEMOLITION OR CONSTRUCTION.
2. DISPOSAL GUIDELINES:
- ONLY ITEMS SPECIFICALLY NOTED TO BE DEMOLISHED SHALL BE REMOVED FROM THE SITE.
 - ALL DEBRIS RESULTING FROM DEMOLITION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY BY THE CONTRACTOR. BACKFILL ALL TRENCHES AND EXCAVATIONS RESULTING FROM DEMOLITION.
 - ALL DEMOLISHED MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE NOTED.
3. TREE PROTECTION GUIDELINES:
- PROTECT ALL EXISTING TREES AND ALL ITEMS TO BE TURNED OVER TO THE OWNER DURING DEMOLITION. TAKE ALL NECESSARY PRECAUTIONS AND PROTECTIVE MEASURES. ANY EXISTING ITEMS TO BE TURNED OVER TO THE OWNER WHICH ARE DAMAGED DURING DEMOLITION SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER. TREES WHICH ARE DAMAGED WILL BE REPLACED OR REIMBURSED AT A RATE TO BE DETERMINED BY THE OWNER.



CONSTRUCTION NOTES:

- REMOVE EXISTING SOD
- EXCAVATE EXISTING SOIL TO A DEPTH OF 18"
- TILL REMAINING SOIL TO A DEPTH OF 6"
- BACKFILL 6" OF #57 STONE
- BACKFILL 80% SAND, 20% SEDGE PEAT MIX
- PLACE 'ZEON' ZOYSIA SOD ROLLS WITH STAGGERED SEAMS
- WATER SOD AS IT IS LAID
- SOD TO LAY FLUSH WITH ADJACENT BRICK
- ROLL SOD
- REPAIR WALKWAY AS INDICATED ON THIS DETAIL
- INSTALL 18" ADS ADVANEDGE PANEL-SHAPED DRAIN VERTICALLY AS INDICATED
- PREPARE SUBGRADE AND INSTALL NEW SOD PER DETAIL

IRRIGATION NOTES:

- ANY DAMAGE TO EXISTING IRRIGATION SHALL BE REPLACED BY CONTRACTOR
- CONTRACTOR TO TEST IRRIGATION AFTER INSTALLATION HAS BEEN COMPLETED WITH CITY STAFF
- SOD TO BE IRRIGATED 30 MINUTES EACH MORNING BEFORE SUNRISE FOR FOUR WEEKS AFTER INSTALLATION, THEN TO BE IRRIGATED TO 1/2 INCH TWICE PER WEEK THEREAFTER IF NO RAINFALL

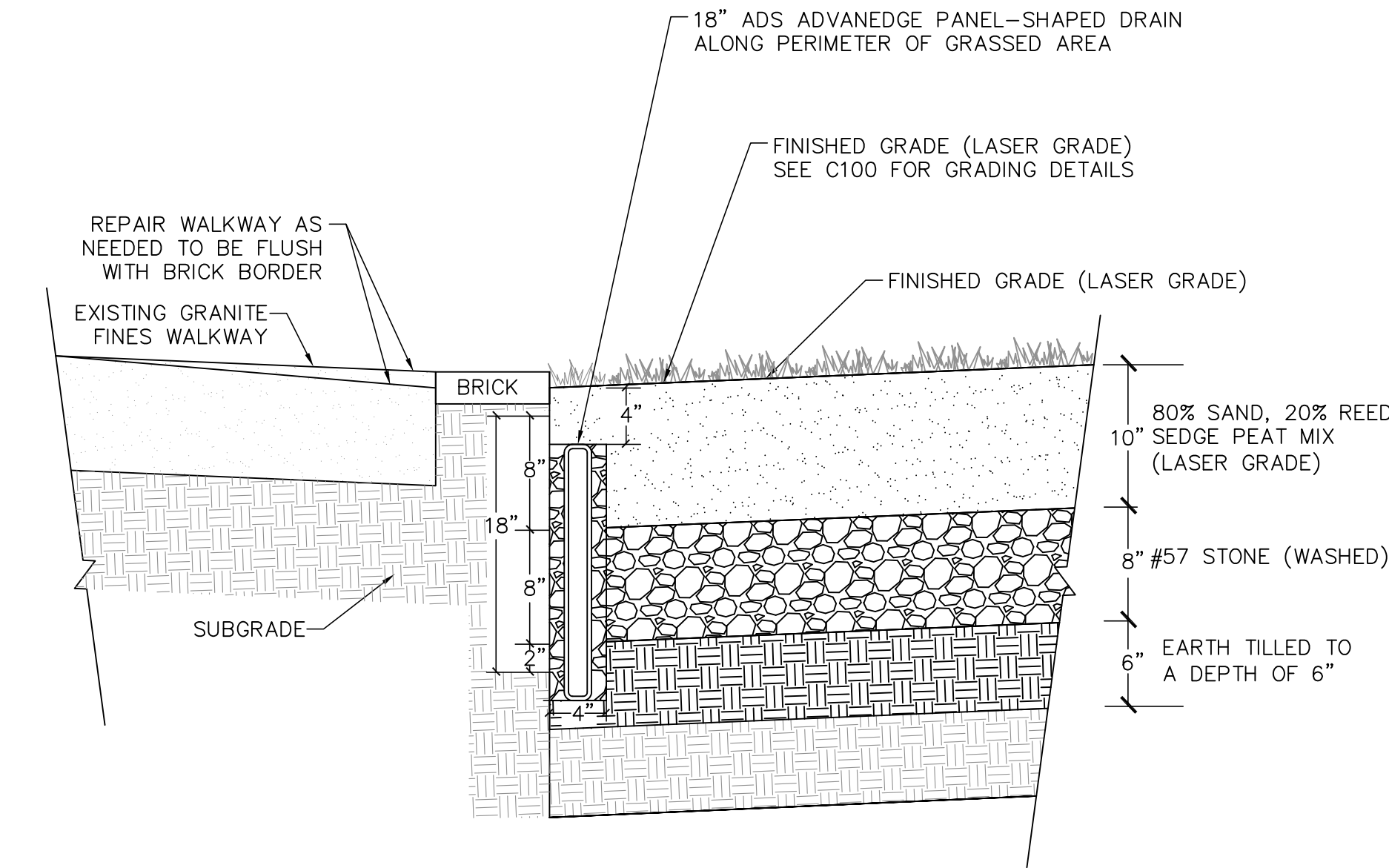
AERATION NOTES:

- USE A CORE AERATOR TO AERATE ONCE EACH SUMMER

FERTILIZATION NOTES:

- FERTILIZE 2-3 LBS. NITROGEN/1000 SQ. FT./YEAR
- IN SPRING, WHEN SOIL TEMPERATURE AT THE 4" DEPTH IS CONSTANTLY 65 DEGREES FAHRENHEIT AND RISING, APPLY A TURF-GRADE HIGH-NITROGEN FERTILIZER CONTAINING A WEED PREVENTER
- IN MID-SUMMER, APPLY A COMPLETE N-P-K TURF-GRADE FERTILIZER USING A ROTARY-TYPE SPREADER
- IN EARLY TO MID FALL, APPLY A TURF-GRADE FALLFEED/WINTERIZE FERTILIZER CONTAINING A WEED PREVENTER
- FERTILIZER TO BE APPLIED USING A ROTARY-TYPE SPREADER FOLLOWING SPREADING RATES RECOMMENDED ON BAG

DRAFT



1 DRAINAGE REMEDIATION LAWN & SUB-BASE PROFILE
SCALE: 1"=1'-0"

REVISIONS

NO.	DATE

DATE: 06/30/2015

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THIS SHEET SHOULD NOT BE CONSIDERED A PART OF THE PROJECT UNLESS IT IS PROPERLY TITLED AND SEALED.

ALPHARETTA DOWNTOWN CITY CENTER PARK
ALPHARETTA, GEORGIA
PREPARED FOR
CITY OF ALPHARETTA

SITE DRAINAGE PLAN

URS Corporation
400 Northpark Town Center
1000 Alameda Road, Suite 900
Atlanta, Georgia 30328
Tel: (678) 808-8800, Fax: (678) 808-8400

URS

DRAWN BY: MIM
CHECKED BY: RLC
PROJECT NO: 6043178
SHEET: C100

ISSUED FOR CONSTRUCTION

**AN ORDINANCE TO LEVY AND IMPOSE AN EXCISE TAX (HOTEL-MOTEL TAX)
PURSUANT TO O.C.G.A § 48-13-51(b) (2) AND AMEND CHAPTER 8,
ARTICLE 2 OF THE CODE OF THE CITY OF ALPHARETTA (THE ALPHARETTA
HOTEL/MOTEL TAX ORDINANCE) TO FURTHER PROVIDE FOR THE LEVY,
IMPOSITION AND COLLECTION OF SUCH EXCISE TAX; TO PROVIDE FOR AN
EFFECTIVE DATE; AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and Council of the City of Alpharetta (the "City Council") desire to promote, attract, stimulate, and develop conventions and tourism in the City of Alpharetta (the "City"); and

WHEREAS, in furtherance thereof, the City Council desires to expend funds for the creation and operation of a facility within the City that improves destination appeal to visitors, supports visitors' experiences, and is used by visitors; and

WHEREAS, the City currently imposes an excise tax of six percent (6%) of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the City for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value; and

WHEREAS, the City Council adopted a Resolution on January 27, 2014, authorizing the imposition of an excise tax rate of eight percent (8%) in accordance with O.C.G.A. § 48-13-51(b); and

WHEREAS, thereafter, the Georgia General Assembly, through the passage of Act 392 (HB 989) of the 2013-2014 Regular Session of the General Assembly, granted the City the authority to levy an excise tax at the rate of eight percent (8%); and

WHEREAS, the City Council desires to adopt a formal ordinance to levy an excise tax at the rate of eight percent (8%); and

WHEREAS, to further implement same and provide for the imposition and collection of such excise tax, the City Council desires to amend the Alpharetta Hotel/Motel Tax Ordinance, as currently set forth in Article 2 of Chapter 8 of The Code of the City of Alpharetta, Georgia.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF ALPHARETTA
HEREBY ORDAINS AS FOLLOWS:**

Section 1. There is hereby levied and imposed, effective October 1, 2015, an excise tax pursuant to O.C.G.A. § 48-13-51(b)(2) at the rate of eight percent (8%) of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the City of Alpharetta for operating a hotel, extended stay hotel, motel, inn, bed and breakfast, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value. In each fiscal year during which the excise tax is collected pursuant to O.C.G.A. § 48-13-51(b)(2), an amount equal to not less than fifty percent (50%) of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of five percent (5%) shall be expended for "promoting tourism, conventions, and trade shows" by a "destination marketing organization" designated by the City. The remaining amount of taxes collected that exceeds the amount of taxes that would be collected at a rate of five percent (5%), which are not otherwise expended above, shall be expended for "tourism product development", and, more specifically, for the purpose of developing and operating a convention center in the City of Alpharetta. Further, the City shall expend an amount equal to the total amount of taxes collected pursuant to O.C.G.A. § 48-13-51(b)(2) which would have been collected at the rate of five percent (5%) in accordance with the provisions of O.C.G.A. § 48-13-51(a)(3). Contemporaneously with the adoption of this Ordinance, and prior to the effective date of the levy and imposition of the foregoing tax at the rate of eight percent (8%), the City has adopted a budget plan specifying how the proceeds of such tax are to be expended. Further, prior to each fiscal year hereafter in which the foregoing tax is imposed, the City shall adopt a budget plan specifying how the proceeds of such tax are to be expended. (See, Paragraphs (1), (4) and (6) of O.C.G.A. § 48-13-50.2 for definitions of "destination marketing organization", "promoting tourism, conventions, and trade shows", and "tourism product development").

Section 2. Section 8-23 of the Alpharetta Hotel/Motel Tax Ordinance, as currently set forth in Article 2 of Chapter 8 of The Code of the City of Alpharetta, Georgia, is hereby amended by deleting the last paragraph of Section 8-23 and substituting in lieu thereof the following:

"Commencing on the first day of October 2015, there is hereby imposed and there shall be paid to the City an excise tax in the amount of eight percent (8%) of the gross rental charge for every occupancy of a guest room in a hotel in the city in accordance with O.C.G.A. 48-13-51(b) (2) ."

Section 3. This Ordinance shall become effective on the first day of the second month following its adoption. At such time this ordinance becomes effective, the excise tax previously levied in the City of Alpharetta under O.C.G.A. 48-13-51(a) (4) shall cease; provided, however, taxes collected and any liabilities or debts otherwise incurred prior to said date shall be paid over in the manner provided by law and continue to be due and owing until the duty to pay, collect and remit the tax has been fully satisfied. Subject to the foregoing provisions, all ordinances and Code sections, or parts thereof, in conflict with this Ordinance are expressly repealed. The Alpharetta Hotel/Motel Tax, as amended by Section 2 of this Ordinance, shall be codified as Article 2 of Chapter 8 of The Code of the City of Alpharetta, Georgia.

SO ORDAINED this _____ day of _____, 2015.

CITY OF ALPHARETTA, GEORGIA

By: _____
Mayor

ATTEST:

COUNCILMEMBERS

City Clerk

First Reading: _____

Second Reading: _____

Adopted: _____

FY 2016 Hotel/Motel Tax Budget Plan

(current revenue without growth; excluding new hotel)

		<u>6 pennies</u> (July 1, 2015 through September 30, 2015)		<u>8 pennies</u> (October 1, 2015 through June 30, 2016)		Total
		\$	%/pennies	\$	%/pennies	\$
unrestricted	City (base)	\$445,000	40.00%/ 2.4 pennies	\$1,335,000	30.00%/ 2.4 pennies	\$1,780,000
	City (expanded)	-	-	\$333,750	7.50%/ 0.6 pennies	\$333,750
restricted	ACVB/DMO (Promotion of Tourism, Conventions, and Trade Shows)	\$482,083	43.33%/ 2.6 pennies	\$1,946,875	43.75%/ 3.5 pennies	\$2,428,958
	Convention Center (Tourism Product Development)	-	-	\$834,375	18.75%/ 1.5 pennies	\$834,375
	ABC	\$185,417	16.67%/ 1.0 pennies	-	-	\$185,417
Total		\$1,112,500	100.00%	\$4,450,000	100.00%	\$5,562,500

CITY OF ALPHARETTA, GEORGIA
RESOLUTION OF DECLARATION OF
OFFICIAL INTENT TO REIMBURSE

IT IS HEREBY RESOLVED by the Council of the City of Alpharetta, Georgia, by and through the Mayor and Council (the "City"), as follows:

(1) The City does hereby declare that it is the Official Intent of the City to reimburse itself for the costs of the project set forth in Exhibit "A" incurred by the City in an amount not to exceed \$1,500,000.00 with proceeds from future revenue bonds of the City or the Development Authority of Alpharetta.

(2) The bonds may be issued as tax-exempt, taxable or tax-credit bonds based on all due considerations at the time of the sale of the bonds.

(3) Pursuant to U.S. Treasury Regulations §1.150-2(d)(2)(B), to the extent so made from tax-exempt or taxable Build America Bonds, the reimbursement allocation is to be made not later than eighteen (18) months after the later of (i) the date the original expenditure is paid, or (ii) the date the project is placed in service or abandoned, but not in any event more than three (3) years after the original expenditure was made. Reimbursement allocations from tax-exempt or taxable Build America Bonds may be so made only if the original expenditures occurred no sooner than sixty (60) days prior to the adoption of this Declaration of Intent to Reimburse.

(4) Pursuant to Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended (the "Code"), to the extent so made from a qualified tax-credit bond, the reimbursement allocation is to be made not later than eighteen (18) months after the date the original expenditure is paid. Reimbursement allocations from tax-credit bonds may be so made only if the original expenditures occurred after the date of issuance of the Declaration of Official Intent to Reimburse, which Declaration of Official Intent to Reimburse is being entered into to (a) declare the City intent to reimburse and (b) to adopt an official intent to reimburse in accordance with Section 54A(d)(2)(D)(i) and (ii) of the Code.

(5) This Declaration Of Official Intent To Reimburse shall be maintained in the minute book of the City.

This Official Intent so DECLARED, ADOPTED AND APPROVED this
_____ day of August, 2015.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCIL MEMBERS

(SEAL)

Attest:

City Clerk

1884730

EXHIBIT "A"

Project List

The acquisition, construction, development and equipping of a new City of Alpharetta Conference Center, including any property necessary or desirable in connection therewith, both real and personal.

**A RESOLUTION TO DECLARE AND IMPOSE A 30-DAY EMERGENCY MORATORIUM
ON THE ACCEPTANCE, REVIEW AND PROCESSING OF APPLICATIONS FOR
SIGN PERMITS AND OTHERWISE PROHIBIT THE ERECTION OF SIGNS THAT
DO NOT REQUIRE A PERMIT, EXCEPT FOR SUCH SIGNS AUTHORIZED HEREIN;
AND FOR OTHER PURPOSES**

WHEREAS, Section 2.6 of the Unified Development Code of the City of Alpharetta, Georgia (the "Sign Ordinance") currently regulates the use of signage throughout and within the municipal boundaries of the City of Alpharetta, Georgia ("City"); and

WHEREAS, on June 18, 2015, the United States Supreme Court issued its decision in Reed v. Town of Gilbert, 2015 WL 2473374 (June 18, 2015) ("Reed decision"), a case involving government regulation of signs, which ostensibly expanded First Amendment rights and further limited the restrictions that a government may constitutionally place on the use of signs, as one Justice noted "thousands of towns have such ordinances ... and courts will have to invalidate one after the other"; and

WHEREAS, the Mayor and Council of the City of Alpharetta, Georgia (the "City Council") has asked the City Attorney to evaluate the impact of the Reed decision and whether any revisions need to be made to the City's Sign Ordinance in order to satisfy the requirements set forth in the Reed decision; and

WHEREAS, the City Council desires to continue to protect the interests of public health, safety and welfare (including, but not limited to, traffic safety and aesthetics) while the City Council considers the impact of the Reed decision; and

WHEREAS, the Georgia Supreme Court has held that a moratorium with respect to application of a zoning ordinance may be put in place for a reasonable period of time in order to preserve the status quo without the necessity of complying with the notice requirements of the Georgia Zoning Procedures Law; and

WHEREAS, in order to maintain the status quo during the reasonable period of time required to evaluate the impact of the Reed decision and whether any revisions need to be made to the City's Sign Ordinance, a moratorium is necessary to (i) suspend the City's acceptance, processing and review of applications for sign permits pursuant to the City's Sign Ordinance for thirty (30) days and (ii) further prohibit and bar the erection of any signs that would otherwise be exempt from permitting under the City's Sign Ordinance for thirty (30) days; provided, however,

that one (1) temporary sign not to exceed four (4) square feet in area and four (4) feet in height may be temporarily installed or placed on any lot or parcel during the moratorium period, as further set forth herein.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

1. The moratorium imposed herein incorporates the findings and statements set forth in the preceding "Whereas" clauses and such clauses are made a part of this moratorium, and the aforesaid recitals are not mere recitals, but are material portions of this Resolution; and
2. This moratorium becomes effective at 12:01 a.m. on August 18, 2015; and
3. From 12:01 a.m. on August 18, 2015, until 11:59 p.m. on September 16, 2015, notwithstanding any provision of the Unified Development Code of the City of Alpharetta, Georgia to the contrary, there shall be a complete moratorium on the City's acceptance, processing and review of any new applications for sign permits pursuant to the City's Sign Ordinance; and
4. Notwithstanding the foregoing moratorium, during the moratorium period an applicant seeking a Certificate of Design Approval from the Design Review Board (the "DRB") for a proposed sign may submit an application for same, which may be accepted and processed by the Community Development Department and reviewed and acted upon by the DRB in accordance with the Design Review Board Ordinance; provided, however, neither the submittal of any such application nor the approval of a Certificate of Design Approval for a sign shall vest the applicant or property owner with any right to such sign or any right to have the request for such sign considered in accordance with the current regulations set forth in the Sign Ordinance, or otherwise constitute or be deemed to grant a sign permit or the right to erect, install or place any sign, as any such DRB design approval is merely a pre-condition to the review and approval of a sign permit; and
5. Further, from 12:01 a.m. on August 18 2015, until 11:59 p.m. on September 16, 2015, notwithstanding any provision of the Unified Development Code of the City of Alpharetta, Georgia to the contrary, no sign that is otherwise exempt from permitting under the City's Sign Ordinance may be erected, installed or

placed on any property; provided, however, one (1) temporary sign not to exceed four (4) square feet in area and four (4) feet in height may be temporarily installed or placed on any lot or parcel during the moratorium period provided such temporary sign is setback at least ten (10) feet from the right-of-way and any other property; and

6. The foregoing authorization to install or place any such temporary sign shall not vest any property owner or sign owner with any right in the continued use of such sign following the termination of the subject moratorium period; and
7. This moratorium shall expire at 11:59 p.m. on September 16, 2015, and be of no further force and effect, unless shortened or extended by an official action of the Mayor and Council of the City of Alpharetta; and
8. The moratorium period adopted herein is deemed to be the appropriate minimum period of time for the City Attorney to evaluate the impact of the Reed decision and whether any revisions need to be made to the City's Sign Ordinance; and
9. This Resolution shall not apply to or otherwise affect completed applications duly filed prior to the effective date of this Resolution, such that any sign permit application that has been received prior to the moratorium may be processed and, if appropriate, a permit issued and any sign that has been permitted based upon an application having been tendered prior to the moratorium may be erected during the moratorium period; and
10. The provisions of this Resolution are severable, and should any section, subsection, sentence, clause, phrase or other portion of this Resolution, or its application to any person, entity or circumstance, be held by a court of competent jurisdiction to be unconstitutional or invalid, the remainder of the Resolution, or application of the provision to other persons, entities or circumstances, shall not be affected.

SO RESOLVED AND ADOPTED by the Mayor and Council of the City of Alpharetta, Georgia, this _____ day of August, 2015.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

COUNCILMEMBERS

(SEAL)

Attest:

Coty Thigpen, City Clerk

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney

1885007

**A RESOLUTION TO EXTEND THE TEMPORARY MORATORIUM ON THE
ACCEPTANCE, REVIEW AND PROCESSING OF APPLICATIONS FOR PERMITS
FOR THE INSTALLATION, CONSTRUCTION, LOCATION AND/OR SITING OF
TELECOMMUNICATIONS EQUIPMENT, INCLUDING APPLICATIONS FOR
ADMINISTRATIVE PERMITS FOR LOW IMPACT TELECOMMUNICATIONS
EQUIPMENT AND APPLICATIONS FOR CONDITIONAL USE PERMITS FOR HIGH
IMPACT TELECOMMUNICATIONS EQUIPMENT, WITHIN THE BOUNDARIES OF
THE CITY OF ALPHARETTA, GEORGIA; AND FOR OTHER PURPOSES**

WHEREAS, the City Council adopted Resolution No. 1792 on August 3, 2015, which is hereby incorporated by reference as if fully set forth herein, extending the moratorium on the City's acceptance, review and processing of any new applications for telecommunications equipment, as further set forth in said Resolution, such that the current termination date and time of the subject moratorium is August 17, 2015 at 11:59 p.m.; and

WHEREAS, the new regulations set forth in the proposed text amendment are intended to facilitate the orderly deployment of wireless telecommunications facilities throughout the City, recognizing the community's demands for personal wireless services and the City's interest in the protection of the public health, safety and welfare, aesthetics and local property values, without conflicting with federal and state laws and regulations; and

WHEREAS, representatives of wireless carriers and other interested industry members have provided additional input in regard to the development of the new regulations; and

WHEREAS, such interested industry members have requested that the moratorium be further extended for the period of time set forth herein in order to provide additional time for City staff to consider such input in the development of the new regulations; and

WHEREAS, the City Council desires to table the second reading and formal consideration of adoption of the proposed text amendment in order to allow additional time for City staff to consider the additional input provided by interested industry members in the development of the new regulations; and

WHEREAS, in order to continue to maintain the status quo pending the consideration of formal adoption of a text amendment to the Unified Development Code, an extension of the moratorium is necessary to suspend the City's acceptance, processing and review of any new applications for (a) administrative permits

**STATE OF GEORGIA
COUNTY OF FULTON**

RESOLUTION _____

for Low Impact Telecommunications Equipment, (b) conditional use permits for High Impact Telecommunications Equipment, and (c) any other permit related to the installation, construction, location, or siting of telecommunications equipment within the City beginning at 11:59 p.m. on August 17, 2015, and continuing until 11:59 p.m. on September 21, 2015; and

WHEREAS, in order to continue to act on requests for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time, this moratorium shall be temporary in nature as previously set forth, and shall not operate to unreasonably delay any request for such authorization; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

1. The moratorium imposed herein incorporates the findings and statements set forth in the preceding "Whereas" clauses and such clauses are made a part of this moratorium, and the aforesaid recitals are not mere recitals, but are material portions of this Resolution; and
2. This Resolution extends the moratorium that became effective at 12:01 a.m. on May 13, 2014, until 11:59 p.m. on September 21, 2015; and
3. Until 11:59 p.m. on September 21, 2015, notwithstanding any provision of the Unified Development Code of the City of Alpharetta, Georgia to the contrary, there shall be a complete moratorium on the City's acceptance, processing and review of any new applications for (a) administrative permits for Low Impact Telecommunications Equipment, (b) conditional use permits for High Impact Telecommunications Equipment, and (c) any other permit related to the placement, location, installation, construction, or modification of telecommunications equipment within the City; and
4. During the moratorium neither the City nor any of its departments or staff shall accept, process or review applications for (a) administrative permits for Low Impact Telecommunications Equipment, (b) conditional use permits for High Impact Telecommunications Equipment, or (c) any other permit related to the placement, location, installation, construction, or modification of

telecommunications equipment within the City, except as set forth in the following paragraph; and

5. This moratorium is not intended to be applicable to applications for "collocation" of a "wireless facility" on an existing "wireless support structure" or "modification" of an existing "wireless facility" when such proposed "collocation" or "modification" does not increase the overall height or width of the "wireless support structure" or the dimensions of the "equipment compound," as set forth in O.C.G.A. §§ 36-66B-3 and 36-66B-4, or as otherwise authorized by law; and
6. This moratorium shall expire at 11:59 p.m. on September 21, 2015, and be of no further force and effect, unless shortened or extended by an official action of the Mayor and Council of the City of Alpharetta; and
7. The moratorium period adopted herein is deemed to be the appropriate minimum time for the further development and completion of the amendments to such regulations without unduly diminishing the rights of individuals; and
8. This Resolution shall not apply to or otherwise affect completed applications duly filed prior to the effective date of Resolution 2014-1715; and
9. The provisions of this Resolution are severable, and should any section, subsection, sentence, clause, phrase or other portion of this Resolution, or its application to any person, entity or circumstance, be held by a court of competent jurisdiction to be unconstitutional or invalid, the remainder of the Resolution, or application of the provision to other persons, entities or circumstances, shall not be affected.

SO RESOLVED AND ADOPTED by the Mayor and Council of the City of Alpharetta, Georgia, this 17th day of August, 2015.

CITY OF ALPHARETTA, GEORGIA

By: _____
David Belle Isle, Mayor

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION _____

COUNCILMEMBERS

(SEAL)

Attest:

Coty Thigpen, City Clerk

APPROVED AS TO FORM:

C. Sam Thomas, City Attorney



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Pete Sewczwicz, Public Works Director

I. AGENDA ITEM TITLE: NORTHWINDS PARKWAY

II. RECOMMENDATION:

Please approve Bid 15-016 in the amount of \$2,611,526.75 to CMES, Inc; \$38,171.00 to Seven Branches Farm, LLC for Stream Mitigation Credits, \$54,000 towards purchasing property adjacent to Northwinds, MOU with Fulton County for waterline work, and authorize the Mayor to approve all necessary documents and agreements for reimbursement for sanitary sewer work.

III. BUDGET IMPLICATIONS:

NON-BUDGETED ITEM: YES

NO FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT
FY OPRT. BUDGET: NO

TOTAL PROJECT COST: PROJECT COSTS TOTAL \$2,703,697.75.
FUNDING IS PROVIDED THROUGH A COMBINATION OF REVENUE
CONTRIBUTIONS (\$2,149,697.75) AND PROJECT FUNDING
REALLOCATIONS (\$554,000).

INTERNAL FUNDING SOURCES:

ACCOUNT NUMBER	DOLLAR AMOUNT
34041100-541410-C1620 (CMES - Northwinds Parkway)	\$2,119,352.75
30141100-541410-C1620 (CMES - Northwinds Parkway)	\$492,174.00
30141100-541410-C1620 (Stream Bank Credits - Northwinds Parkway)	\$38,171.00
30141100-541410-C1620 (ROW - Northwinds Parkway)	\$54,000.00
30141100-541200-C1408 (HBR Landscaping - Reallocation of Available Funds)	(\$7,240.00)
30141100-541420-C1414 (HBR Sidewalk Extension - Reallocation of Available Funds)	(\$2,202.00)
30141100-541200-C1515 (Old Roswell St Dumpster - Reallocation of Available Funds)	(\$59,000.00)
30141100-541410-C1208 (Mast Arm Maintenance - Reallocation of Available Funds)	(\$44,000.00)
30141100-541410-C1207 (Bridge Maintenance - Reallocation of Available Funds)	(\$175,013.00)
30161150-541500-C1523 (Wills Park Rec Center Floor - Reallocation of Available Funds)	(\$4,181.00)
30161150-541500-C1522 (Wills Outdoor Basketball Ct - Reallocation of Available Funds)	(\$12,364.00)
34090200-579000 (Grant Fund Matches - Reallocation of Available Funds)	(\$250,000.00)

EXTERNAL FUNDING SOURCES:

ACCOUNT NUMBER	DOLLAR AMOUNT
34041100-334310-C1620 (GDOT Grant - LMIG)	\$1,869,352.75
30141100-336000-C1620 (Fulton County - Waterline)	\$137,030.00
30141100-371000-C1620 (Weiland Development - Sanitary Sewer)	\$125,515.00
30141100-371000-C1620 (NAP - Traffic Pole Relocation)	\$17,800.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00

IV. REPORT IN BRIEF:

The specific section of Northwinds Parkway this bid covers is Old Milton Parkway to the land lot line adjacent to the

proposed Weiland Residential Development, approximately half a mile. This section of Northwinds will consist of four (4) 11-ft travel lanes, curb & gutter, bicycle lanes, landscape buffers, a 6-ft sidewalk on one side, and a multi-use trail on the other side. The Northwinds Parkway Extension would provide enhanced accessibility within the City of Alpharetta and improved interconnectivity in the Greater North Fulton area. In addition to future connectivity to Kimball Bridge Road, this section of Northwinds Parkway will provide access to Gwinnett Tech.

The Northwinds Parkway Extension Project is a partnership project between the City of Alpharetta, North Fulton Community Improvement District (NFCID), and the Georgia Department of Transportation. All three agencies have worked together over the last couple of years to complete the design of the roadway, fund the construction of the roadway, and obtain necessary right-of-way for the project.

Due to the opening of Gwinnett Tech at the beginning of 2016, this project is extremely time sensitive. Northwinds will be drivable from Old Milton Parkway to the access point of Gwinnett Tech by December 31st. Significant liquidated damages will be placed onto the contractor, \$5,000 per day, if they don't meet the December 31st deadline. The completion date of the entire project is 6 months from the notice to proceed.

The City advertised the project in June and July and bids were received on July 23, 2015. Unfortunately the City only received 2 bids, CMES, Inc. and Precision 2000 Concrete. CMES' bid was \$2,611,526.75 and Precision's bid was \$3,200,779.28. In addition to the construction cost, an addition \$38,171 is required for Stream Bank Credits due to piping a stream for road, and another \$54,000 for acquiring required right-of-way. Thus, the total funds required to construct Northwinds is \$2,703,697.75. Note, though there are areas to plant trees along Northwinds, this project does not include a plantings. The City and NFCID will coordinate with the landscape plan proposed by the Weiland Development and staff recommends planting the landscape at the same time to provide uniformity.

Included in the construction cost are water and sewer line extensions. Fulton County will pay for the water line extension, \$137,030.00 and the Weiland Developer will pay for the sanitary sewer extension, \$125,515.00. Also, per AVALON's phase II zoning condition, NAP is required to relocate traffic poles and traffic control cabinets. CMES' cost to accomplish this task is \$17,800. NAP can either relocate all of these items themselves or reimburse the City for the expense. Total cost of these three items is \$280,345.00.

Initially the GDOT offered the City of Alpharetta \$500,000 in the form of a Local Maintenance & Improvement Grant (LMIG) to construct Northwinds. Since the initial offering, GDOT increased their LMIG contribution to \$1.3M. Two conditions were added to this new dollar amount, extend Northwinds to Kimball Bridge Road and a 30% match. The City is contributing \$554,000 towards the project, \$461,829.00 towards construction, \$38,171 towards stream bank mitigation credits, and \$54,000 towards the purchase of the last portion of required right-of-way. The remaining funds for the project will come from GDOT (staff has been notified that grant funds are forthcoming that will bring the total GDOT contribution to \$1.9 million).

The NFCID funded the design of the project and is also providing construction administration services through their consultant, ATKINS. In addition to construction administration, ATKINS will be responsible for all field inspections.

CMES is currently under contract with the City for the construction of operational improvements at the intersection of SR 9 and Vaughan Drive. CMES has performed well and communicate extremely well with City staff. In addition, ATKINS has experience working with CMES in various counties in Georgia. Both City staff and ATKINS are confident CMES can complete the project in the given time period and in the manner specified in the plans.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Site Plan, CMES Bid, GDOT LMIG Letter, Fulton County MOU, Mitigation Bank

Northwinds Parkway Extension



NORTH FULTON
COMMUNITY IMPROVEMENT DISTRICT

CROY
ENGINEERING

Scale: 1/4" = 10'

Signal By Others

ADDENDUM 4: SCHEDULE OF ITEMS**NORTHWINDS PHASE I****ITB 15-016**

LINE ITEM	PAY ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENSION
ROADWAY ITEMS						
1	150-1000	TRAFFIC CONTROL	1	LS	\$ 64,750.00	\$ 64,750.00
2	163-0232	TEMPORARY GRASSING	2	AC	400.00	800.00
3	163-0240	MULCH	72	TN	4.00	288.00
4	163-0300	CONSTRUCTION EXIT	1	EA	1,070.00	1,070.00
5	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK	50	LF	5.00	250.00
6	163-0531	CONSTRUCT AND REMOVE SEDIMENT BASIN, TP 1, STA NO	1	EA	12,500.00	12,500.00
7	163-0550	CONS & REM INLET SEDIMENT TRAP	15	EA	125.00	1,875.00
8	165-0030	MAINT OF TEMP SILT FENCE, TP C	3,800	LF	0.50	1,900.00
9	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	50	LF	2.00	100.00
10	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	500.00	500.00
11	165-0105	MAINT OF INLET SEDIMENT TRAP	15	EA	35.00	525.00
12	167-1000	WATER QUALITY MONITORING & SAMPLING	1	EA	500.00	500.00
13	167-1500	WATER QUALITY INSPECTIONS	6	MO	525.00	3,150.00
14	171-0030	TEMPORARY SILT FENCE, TYPE C	3,800	LF	3.00	11,400.00
15	210-0100	GRADING COMPLETE	1	LS	863,000.00	863,000.00
16	310-1101	GR AGGR BASE CRS, INCL MATL	7,501	TN	19.00	142,519.00
17	318-3000	AGGR SURF CRS	50	TN	19.00	950.00
18	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE,	2,420	TN	80.00	193,600.00
19	402-3130	RECYCLED ASPH CONC 12.5 MM	1,257	TN	85.00	106,845.00
20	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE,	1,211	TN	82.00	99,302.00
21	413-1000	BITUM TACK COAT	1,300	GL	3.00	3,900.00
22	432-0206	MILL ASPH CONC PVMT, VARIABLE DEPTH	4,240	SY	5.60	23,744.00
23	441-0104	CONC SIDEWALK, 4 IN	1,008	SY	24.00	24,192.00
24	441-0106	CONC SIDEWALK, 6 IN	1,877	SY	32.00	60,064.00
25	441-0108	CONC SIDEWALK, 8 IN	100	SY	38.00	3,800.00
26	441-0740	CONC MEDIAN, 4 IN	139	SY	44.00	6,116.00
27	441-4030	CONC VALLEY GUTTER, 8 IN	38	SY	38.00	1,444.00
28	441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	3,157	LF	15.00	47,355.00
29	441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	2,572	LF	15.00	38,580.00
30	444-2000	SAWED JOINTS IN EXIST PAVEMENTS - ASPHALT	407	LF	4.00	1,628.00
31	446-1100	PVMT REINF FABRIC STRIPS, TP2, 18 IN WIDTH	407	LF	10.00	4,070.00
32	500-3101	CLASS A CONCRETE (LIGHT POLE BASES)	16	CY	950.00	15,200.00
33	500-3800	CLASS A CONCRETE, INCL REINF STEEL	7	CY	950.00	6,650.00
34	500-9999	CL B CONC,BASE OR PVMT WIDEN	15	CY	125.00	1,875.00
35	550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	8	LF	30.00	240.00

ADDENDUM 4: SCHEDULE OF ITEMS**NORTHWINDS PHASE I****ITB 15-016**

LINE ITEM	PAY ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENSION
36	550-1180	STM DR PIPE 18",H 1-10	1,336	LF	32.00	42,752.00
37	550-1240	STM DR PIPE 24",H 1-10	681	LF	42.00	28,602.00
38	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	186	LF	56.00	10,416.00
39	550-1480	STORM DRAIN PIPE, 48 IN, H 1-10	28	LF	146.00	4,088.00
40	550-1540	STORM DRAIN PIPE, 54 IN, H 1-10	100	LF	164.00	16,400.00
41	550-1601	STORM DRAIN PIPE, 60 IN, H 10-15	37	LF	205.00	7,585.00
42	550-1180	FLARED END SECTION 18" STORM DRAIN	1	EA	550.00	550.00
43	603-2180	STN DUMPED RIP RAP, TP3, 12 IN	133	SY	52.00	6,916.00
44	603-7000	PLASTIC FILTER FABRIC	133	SY	4.00	532.00
45	611-3000	RECONSTR CATCH BASIN, GROUP 1	1	EA	1,850.00	1,850.00
46	615-1100	DIRECTIONAL BORE PIPE- 7"	293	LF	23.00	6,739.00
47	634-1200	RIGHT OF WAY MARKERS	25	EA	85.00	2,125.00
48	635-1000	BARRICADES	111	LF	95.00	10,545.00
49	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	66	SF	21.00	1,386.00
50	636-1029	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 3	47	SF	32.00	1,504.00
51	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	105	SF	46.00	4,830.00
52	636-2070	GALV STEEL POSTS, TP 7	279	LF	18.00	5,022.00
53	636-2080	GALV STEEL POSTS, TP 8	16	LF	22.00	352.00
54	639-3014	STEEL STRAIN POLE, TP IV, INCL, LUMINAIRE ARM	1	EA	15,000.00	15,000.00
55	643-8200	BARRIER FENCE (ORANGE), 4 FT	300	LF	2.00	600.00
56	647-1000	TRAFFIC SIGNAL INSTALLATION NO 1 - OLD MILTON PARKWAY	1	LS	38,000.00	38,000.00
57	647-2120	PULL BOX, PB-2	6	EA	650.00	3,900.00
58	652-0110	PAVEMENT MARKING, ARROW, TP 1	4	EA	50.00	200.00
59	652-0094	PAVEMENT MARKING, SYMBOL, TP 4	4	EA	50.00	200.00
60	652-5301	SOLID TRAF STRIPE, 6 IN, WHITE	2,520	LF	0.40	1,008.00
61	652-6301	SKIP TRAFF STRIPE, 6" WHITE	267	GLF	0.25	66.75
62	652-6501	SKIP TRAFF STRIPE, 5" WHITE	272	GLF	0.30	81.60
63	653-0110	THERM PVMT MARK, ARROW, TP 1	1	EA	65.00	65.00
64	653-0120	THERM PVMT MARK, ARROW, TP 2	19	EA	75.00	1,425.00
65	653-0160	THERM PVMT MARK, ARROW, TP 6	2	EA	150.00	300.00
66	653-1501	THERMO SOLID TRAF ST, 5 IN WHITE	1,930	LF	0.50	965.00
67	653-1502	THERMO SOLID TRAF ST, 5 IN YEL	2,767	LF	0.50	1,383.50
68	653-1704	THERM SOLID TRAF STRIPE, 24", WH	220	LF	6.00	1,320.00
69	653-1804	THERM SOLID TRAF STRIPE, 8", WH	2,512	LF	2.00	5,024.00
70	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	1	EA	150.00	150.00

ADDENDUM 4: SCHEDULE OF ITEMS**NORTHWINDS PHASE I****ITB 15-016**

LINE ITEM	PAY ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENSION
71	653-3501	THERMO SKIP TRAF ST, 5 IN, WHI	3,611	GLF	0.40	1,444.40
72	653-6004	THERM TRAF STRIPING, WHITE	316	SY	3.50	1,106.00
73	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	13	SY	3.50	45.50
74	654-1001	RAISED PVMT MARKERS TP 1	5	EA	5.00	25.00
75	654-1003	RAISED PVMT MARKERS TP 3	197	EA	5.00	985.00
76	668-1100	CATCH BASIN, GP 1	23	EA	2,200.00	50,600.00
77	668-1111	CATCH BASIN, GP 1, ADDL DEPTH	15	LF	150.00	2,250.00
78	668-4300	STORM SEWER MANHOLE, TP 1	2	EA	1,600.00	3,200.00
79	668-4311	STORM SEWER MANHOLE, TP 1, ADDL	3	LF	150.00	450.00
80	668-4400	STORM SEWER MANHOLE, TP 2	3	EA	3,200.00	9,600.00
81	668-4411	STORM SEWER MANHOLE, TP 2, ADDL	26	LF	300.00	7,800.00
82	681-4300	LIGHTING STD, 30 FT MH, 6 FT ARM	16	EA	2,300.00	36,800.00
83	681-6250	LUMINAIRE, TP 2, 250 W, HP SODIUM,	16	EA	1,600.00	25,600.00
84	682-1408	CABLE, TP XHHW, AWG NO 2	9000	LF	2.50	22,500.00
85	682-6227	CONDUIT, NONMETAL TP2, POWER SOURCE, 1 IN	3000	LF	5.50	16,500.00
86	682-6233	CONDUIT, NONMETAL TP3, 2 IN	1,650	LF	6.50	10,725.00
87	682-9000	MAIN SERVICE PICK UP POINT	1	LS	3,500.00	3,500.00
88	682-9020	ELECTRICAL JUNCTION BOX	17	EA	400.00	6,800.00
89	700-6910	PERMANENT GRASSING	2	AC	1,050.00	2,100.00
90	700-7000	AGRICULTURAL LIME	10	TN	210.00	2,100.00
91	700-8000	FERTILIZER MIXED GRADE	2	TN	525.00	1,050.00
92	700-9300	SOD	2564	SY	6.00	15,384.00
93	716-2000	EROSION CONTROL MATS, SLOPES	7280	SY	0.90	6,552.00
94	999-1100	RELOCATE STEEL SIGNAL POLE/MAST ARM	2	EA	5,500.00	11,000.00
95	999-1105	RELOCATE TRAFFIC SIGNAL CABINET	1	EA	4,700.00	4,700.00
96	999-1105	RELOCATE PEDESTRIAN POLE	2	EA	1,050.00	2,100.00
97	999-9999	WATER QUALITY DEVICE	1	EA	86,000.00	86,000.00
98	999-9999	TESTING	1	LS	1,500.00	1,500.00
99	999-9000	MISCELLANEOUS CONSTRUCTION	1	LS	50,000.00	50,000.00

WATERLINE ITEMS

W.1	500-3101	CLASS A CONCRETE	6	CY	300.00	1,800.00
W.2	611-8120	ADJUST WATER METER BOX TO GRADE	1	EA	650.00	650.00
W.3	611-8140	ADJUST WATER VALVE BOX TO GRADE	1	EA	200.00	200.00
W.4	668-8050	ADJUST MH TO GRADE	1	EA	1,500.00	1,500.00
W.5	670-1060	WATERMAIN, 6 IN, DIP	30	LF	50.00	1,500.00
W.6	670-1100	WATERMAIN, 10 IN, DIP	1460	LF	55.00	80,300.00
W.7	670-2100	WATER GATE VALVE, 10 IN	2	EA	2,400.00	4,800.00

ADDENDUM 4: SCHEDULE OF ITEMS**NORTHWINDS PHASE I****ITB 15-016**

LINE ITEM	PAY ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	EXTENSION
W.8	670-2500	INSERTA VALVE	1	EA	5,500.00	5,500.00
W.9	670-3128	TAPPING SLEEVE & VALVE ASSEMBLY	1	EA	4,500.00	4,500.00
W.10	670-4000	FIRE HYDRANT	3	EA	3,650.00	10,950.00
W.11	670-1500	CAP OR REMOVE EXT. WATERMAIN	1	EA	700.00	700.00
W.12		MISCELLANEOUS ALLOWANCE	1	LS	24,630.00	24,630.00

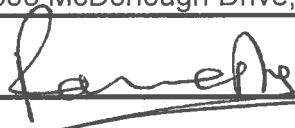
SEWERLINE ITEMS						
S.1	660-0008	SAN SEWER PIPE, 8 IN, PVC	513	LF	75.00	38,475.00
S.2	660-0808	SAN SEWER PIPE, 8 IN, DUCTILE IRON	444	LF	160.00	71,040.00
S.3	668-3300	SAN SEWER MANHOLE, TP 1	4	EA	2,800.00	11,200.00
S.4	668-3311	SAN SEWER MANHOLE, TP1, ADDL DEPTH, CL 1	16	LF	300.00	4,800.00

GRAND TOTAL: \$ 2,611,526.75

ITB 15-016, Northwinds Phase 1

Addendum #3: Bid Price Certification for ITB #15-016

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: CMES, INCCompany Address: 6555 McDonough Drive, Norcross, Ga, 30093Authorized Signature(s): Print/Type Name(s) and Title(s): Ramesh S. Suhagia, PresidentContact Info - Phone Number: 770-982-1905Contact Info - E-mail Address: pravin.p@cmesinc.net

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

August 22, 2014

David Belle Isle, Mayor
City of Alpharetta
2 South Main Street
Alpharetta, GA. 30009

RE: Northwinds Parkway Extension

Dear Mayor Belle Isle:

The Department has approved the City's request for funding assistance for the Northwinds Parkway Extension in north Fulton. This section of the Parkway will provide access to the new Gwinnett Technical College and the new Jackson Healthcare Facility. The Department is willing to commit to seventy percent (70%) of the construction cost of the project up to \$1.3 million. We are increasing our overall commitment to this project from \$500,000 to \$1.3 million based on the need to provide better access to Jackson Healthcare. The grant will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) program's Economic Development funds.

In order to receive the funds the City of Alpharetta will need to complete and execute the attached application agreeing to meet all the requirements set forth in the application. Please complete the application and return to the address shown below:

Georgia Department of Transportation
Office of Local Grants
600 West Peachtree Street NW
Atlanta, Georgia 30308

Funding for this work will be sent to the City after approval of the application and bids have been received. If you have any questions, please call this Office at (404) 347-0240.

Yours very truly,

Keith Golden, P.E.
Commissioner

KG:TLG

cc: Mr. Keith Golden; Mr. Todd Long; Ms. Rachel Brown; Mr. Dan Moody; Hon. Brandon Beach

MEMORANDUM OF UNDERSTANDING

Between the City of Alpharetta Public Works Department (hereinafter the CITY)

And

Fulton County, Department of Public Works/General Services (hereinafter the COUNTY)

Project: [Northwinds Parkway Phase-I, Fulton County GA,](#)

City of Alpharetta Engineering / Public Works Department, Fulton County.

Whereas the CITY proposes to undertake a project to construct [Northwinds Parkway Phase-I](#) by contract through its competitive bidding procedures; and

Whereas the COUNTY has the following utility (Sewer and Water) facilities which must be installed, adjusted or relocated as a result of the proposed contract: The facilities include [1460 LF of 10 inch water main installation, including installation or relocation fire hydrant, water valve box and water meters, and manhole adjustment as shown on construction plans for the referenced project.](#)

Whereas the COUNTY does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the contract to be let to bid by the CITY; now therefore,

The following is hereby mutually agreed to and understood by both parties:

1. The COUNTY shall submit a cost estimate to the City for its utility relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the utility work shall be subject to approval of both the CITY and the COUNTY prior to advertising for bids.
3. All work, necessary for the adjustment or relocation of the described utilities in accordance with the final plans when approved, shall be included in the contract and let to bid by the CITY.
4. The COUNTY shall be responsible to assure that all utility (Sewer and Water) work is accomplished in accordance with the plans and specifications.
5. The COUNTY shall have the right to visit and to inspect the work at any time and to advise the CITY'S Representative of any observed discrepancies or potential problems.
6. The COUNTY and the CITY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

7. Upon completion of the work and upon certification by the COUNTY'S Engineers that the work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to the CITY or its contractor.
8. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified utility relocations for this project. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after request by the CITY.

APPROVED FOR THE CITY BY:

David Belle Isle

Mayor, City of Alpharetta

(Date)

Attest:

City Clerk

APPROVED FOR THE COUNTY BY:

Attest:

FULTON COUNTY, GEORGIA

Mark Massey, Clerk to the commission

By: _____
John H. Eaves, Chair, Board of Commissioners

Approved As to Form:

Approved As To Content:

By: _____
Office of the County Attorney

Kun Suwanarpa, Interim Director of Public Works/
General Services Dept.



SEVEN BRANCHES FARM, LLC

To: Ms. Nikki Reutlinger
City of Alpharetta Georgia

From: John Wayt, III

Date: July 2, 2015

Subject: Invoice for the Sale of Stream Mitigation Credits

Dear Ms. Reutlinger,

Please accept this memo as Seven Branches Farm, LLC's invoice for the sale of Stream Mitigation Credits to the City of Alpharetta Georgia as referenced herein.

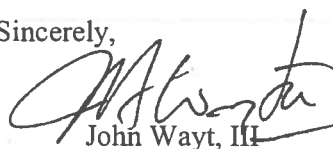
<u>File Number</u>	<u>Credits</u>	<u>Amount</u>
1. Stream Mitigation Credits City of Alpharetta Georgia	980.00 EA \$38.95	<u>\$38,171.00</u>
Total Invoice Amount		<u>\$38,171.00</u>

Please mail payment by check made payable to Seven Branches Farm, LLC to PO Box 149, Jamestown, RI 02835. Upon receipt of your payment in full, Seven Branches Farm LLC will mail its release of credits in favor of the City of Alpharetta Georgia and its project as described below, to the Piedmont Branch Chief-US Army Corps of Engineers.

Date of Sale	July , 2015
Dept. of the Army File Number	SAS-2014-00337
Permittee	City of Alpharetta Georgia
County	Futon
Watershed	Upper Chattahoochee
Type of Credits	Stream
Number of Credits	980.00
Project within Service area of bank	Yes
Impact meets sales restrictions on bank	Yes

Should you have any questions regarding this invoice, please do not hesitate to contact me at 401-529-4742 or by e-mail at jwayt@reynardllc.com.

Sincerely,



John Wayt, III

**AGREEMENT FOR THE SALE AND PURCHASE
OF STREAM MITIGATION CREDITS**

This Agreement for the Sale and Purchase of Stream Mitigation Credits (the "Agreement") is made and entered into as of the ____ day of July, 2015, by and between Seven Branches Farm, LLC (hereinafter referred to as "Seller") and the City of Alpharetta Georgia (hereinafter referred to as "Purchaser").

WITNESSETH:

WHEREAS, Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller nine hundred eighty and 00/100 (980.00) stream mitigation credits (the "Credits") upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration in hand paid by Purchaser to Seller, the receipt and sufficiency of which is acknowledged by the parties, Seller and Purchaser, intending to be legally bound, do hereby covenant and agree as follows:

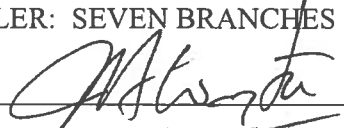
1. Sale of Credits. Seller agrees to sell the Credits to Purchaser and Purchaser agrees to purchase the Credits from Seller for a purchase price of thirty-eight and 95/100 Dollars (\$38.95) per credit for a total purchase price of thirty eight thousand one hundred seventy-one and 00/100 Dollars (\$38,171.00) (the "Purchase Price").
2. Representation and Warranties. Seller disclaims any representations and warranties which in any way relate to the approval by the United States Army Corps of Engineers (the "USACE") of Purchaser's intended use of the Credits for the project described more fully in Exhibit A.
3. Closing Date. The closing of the purchase and sale of the Credits shall occur as of the date first written above, and on the date the Purchaser signs this Agreement (the "Closing Date"). TIME IS OF THE ESSENCE AS TO CLOSING DATE. On the Closing Date, Purchaser shall deliver the Purchase Price in full, in immediately available funds, to Seller. Upon receipt of the Purchase Price in full from the Purchaser, the Seller will notify the USACE by US Mail of the sale of the Credits to the Purchaser. In the event that the Seller is unable to deliver the Credits to Purchaser on the Closing Date, then Purchase Price shall be immediately returned to Purchaser by the Seller, and this Agreement shall be null and void, and the parties shall have no further obligations hereunder. In such event, neither Purchaser nor Seller shall have any further rights or obligations hereunder, or remedies provided by law or equity. In the event that Purchaser is unable to deliver the Purchase Price in accordance with the Agreement on the Closing Date, then the Seller will not notify the USACE of the sale of the Credits to the Purchaser. In such event, neither Purchaser nor Seller shall have any further rights or obligations hereunder or remedies provided by law or equity.

4. Successors and Assigns. This Agreement shall apply to, inure the benefit of, and be binding upon and enforceable against Seller and Purchaser, and their respective successors and assigns, to the same extent as if specified at length throughout this Contract.
5. Governing Law. This Agreement shall be governed by and construed according to the Laws of the State of Georgia.
6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.
7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid of unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. No oral modifications to either this Agreement or any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

SELLER: SEVEN BRANCHES FARM, LLC

PURCHASER:

BY:  (SEAL)

BY: _____ (SEAL)

PRINT NAME: John Wayt, III

PRINT NAME:

TITLE: Chairman

TITLE:



City Council Meeting STAFF REPORT

Submitting Department: Economic Development
Submitted By: Peter Tokar, Economic Development Director

I. AGENDA ITEM TITLE: BUSINESS & LIFESTYLE MEDIA MARKETING

II. RECOMMENDATION:

We ask that council make a recommendation to enlist a vendor to help with the creation of a video marketing channel for city marketing purposes, business retention efforts, and community enhancement.

III. BUDGET IMPLICATIONS:

NON-BUDGETED ITEM: YES

NO FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

INTERNAL FUNDING SOURCES:

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

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

As the Technology City of the South, we are always searching for new, innovative ways to market the city as a business and lifestyle destination. The proposed program would create a Video Marketing channel to promote Alpharetta.

The videos created as part of this initiative would be lifestyle videos to showcase the amenities, events and character of the city and business showcase videos to give testimonials of why to locate and start your business in Alpharetta.

We have found a vendor that provides not only video production, but detailed analytics and search engine optimization for the videos in order to maximize exposure and viewership. Which is the attractive proposition.

V. ALTERNATIVES:

VI. ATTACHMENTS: