



City Council Meeting APRIL 19, 2021

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. PRESENTATIONS & PROCLAMATIONS
 - A. Alpharetta First Responders Recognition Presented by the Lions Club
 - B. Tech Alpharetta Graduates Recognition
- V. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 4/5/2021)
 - B. Alcoholic Beverage License Applications
 - 1. PH-21-AB-12 NAGA Associates, LLC
d/b/a Hilton Garden Inn Atlanta North / Alpharetta
4025 Windward Plaza
Alpharetta, GA 30005

Hotel
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owners: NAGA Associates, LLC
Registered Agent: Michael Sard
- VI. PUBLIC HEARING
 - A. MP-21-01/CLUP-21-02/Z-21-03/CU-21-02/V-21-04 The Bailey/Northwinds
NOTE: This item was deferred by the Applicant and will neither be heard nor discussed at this time.
- VII. OLD BUSINESS
 - A. PH-21-03 UDC Text Amendments – Prerequisites for Public Hearing Requests **(2nd Reading)**
Consideration of text amendments to Unified Development Code, Article IV Procedures to add prerequisites pertaining to the submittal of a public hearing request.
- VIII. NEW BUSINESS
 - A. Intergovernmental Agreement with Fulton County for Election Services
 - B. Resolution Authorizing Fulton County Department of Registration and Elections to Conduct The City Of Alpharetta's November 2, 2021 General Election
 - C. Approval of Firehouse Subs Public Safety Foundation Grant Application
 - D. Security System Replacement (Cameras/Servers)

E. Contract Approval for Artificial Turf Installation on the Town Green (RFP 21-108)

IX. WORKSHOP

A. Preliminary List of Transportation Projects for Possible TSPLOST 2

B. Preliminary List of Parks Projects for Possible Bond Issue

X. PUBLIC COMMENT

XI. REPORTS

XII. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: ALPHARETTA FIRST RESPONDERS RECOGNITION PRESENTED BY THE LIONS CLUB

II. RECOMMENDATION:

III. REPORT IN BRIEF:

The Lions Club will be recognizing the following first responders:

- Outstanding Police Officer: Michael Esposito
- Outstanding Fireman: Matthew Bozer
- Outstanding Communications Office: Robin Barton

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: TECH ALPHARETTA GRADUATES RECOGNITION

II. RECOMMENDATION:

Recognition, no action needed.

III. REPORT IN BRIEF:

Recognition of recent Tech Alpharetta graduate companies SolMicroGrid and FUSMobile.

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 4/5/2021)

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Council Meeting Minutes Draft 4-5-2021



City Council Meeting
April 5, 2021
Office of the City Clerk
CITY HALL 2 PARK PLAZA | 6:30 PM

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

I. CALL TO ORDER

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

II. ROLL CALL

- **Council Members**

- Mayor Jim Gilvin
- Mayor Pro Tem Donald F. Mitchell
- Jason Binder (absent)
- Ben Burnett
- John Hipes
- Dan Merkel
- Karen Richard

- **Staff**

- Bob Regus, City Administrator
- Sam Thomas, City Attorney
- James Drinkard, Asst. City Administrator
- Erin Cobb, City Clerk
- Tom Harris, Director of Finance
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Kathi Cook, Director of Community Development
- Pete Sewczwicz, Director of Public Works

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

- A. Council Meeting Minutes (Meeting of 3/15/2021)**
- B. Financial Management Report: Month Ending February 28, 2021**
- C. Alcoholic Beverage License Application**

- 1. PH-21-AB-09**
Chartwell Hospitality, LLC
d/b/a Hilton Alpharetta Atlanta
5775 Windward Parkway
Alpharetta, GA 30005

Hotel
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owner: Chartwell Hospitality, LLC
Registered Agent: Michael Sard
- 2. PH-21-AB-10**
HEG, LLC
d/b/a Fairway Social
240 South Main Street, Suite O
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owners: HEG, LLC
Registered Agent: Michael Sard
- 3. PH-21-AB-11**
SJIJ, LLC
d/b/a All Time Wine and Spirits
5540 Windward Parkway
Alpharetta, GA 30004

Package Store
Retail Package Sales
Liquor, Beer, Wine & Sunday Sales

Owner: SJIJ, LLC
Registered Agent: Jung Sik Yang

- ❖ **Council Member Burnett offered a motion to approve the consent agenda**
 - **The motion received a second from Mayor Pro Tem Mitchell**
 - **The motion was approved unanimously (6-0)**

V. PUBLIC HEARING

A. PH-21-04 TPA Group/360 Tech Village Change of Condition

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve PH-21-04 TPA Group/360 Tech Village Change to Condition of Zoning, subject to the following conditions:
 37. Developer shall dedicate a minimum 20' permanent easement, and any necessary construction easements, through the Georgia 400 buffer for the purpose of a future Alpha Loop trail alignment. In addition, developer shall dedicate a permanent easement and construct a 12' concrete path around the lake and connecting to Morrison Parkway, with final alignment/design/materials approved by Staff and construction completed prior to the first residential Certificate of Occupancy. An enhanced crosswalk shall be provided across Morrison Parkway at the existing signalized intersection at Lakeview Parkway and shall be constructed of a material approved by Staff. Trail entrance gateways/arches shall be provided on Morrison Parkway and Lakeview Parkway and shall count towards the original sculpture's requirement. Alpha Loop shall include seating/gathering areas, lighting, landscape, hardscape, and a bike station (per applicant's Letter of Intent). Alpha Loop shall be promoted to the public by providing parking, access, and multi-use trails for public enjoyment. Wayfinding signage shall be placed at key locations along the Alpha Loop. Alpha Loop improvements shall be eligible for impact fee credits, as approved by Staff. Alpha Loop shall maintain a minimum 10' setback from all buildings.
- The applicant, TPA Group, LLC, requests changes to previous conditions of zoning on a 62.47-acre property approved for a mixed-use development. The requested change would move the Alpha Loop from along the south side of the boulevard to the Georgia 400 buffer. The subject property is located at the southwest corner of Haynes Bridge Road and Lakeview Parkway.
- The submitted request, if approved, will allow for a change to previous conditions of zoning related to the 360 Tech Village (TPA/Fuqua) Master Plan. The proposed change would move the Alpha Loop from along the south side of the boulevard to the Georgia 400 buffer. The requested change is consistent with the City's planned alignment of the Alpha Loop through the Georgia 400 buffer. The subject property is located at the southwest corner of Haynes Bridge Road and Lakeview Parkway.
- The property was approved on December 16, 2019 for a master plan amendment, rezoning and conditional use to allow a mixed-use development, including office, retail/restaurant and 'ForSale' and 'For-Rent' residential on 62.47 acres. The applicant proposes a change to condition #37, to relocate the Alpha Loop from the new internal storefront street to the Georgia 400 buffer. The Alpha Loop alignment around the lake and connection to and across Morrison Parkway will be maintained. The proposed change is consistent with the City's planned alignment of the Alpha Loop as identified in the North Point Area & Alpha Loop Trail Connectivity Feasibility Study, which was adopted in November 2020. The following changes are proposed to a previous condition of zoning related to file #MP-19-07/Z-19-04/CU-19-09 TPA Group/360 Tech Village (Strike through = Delete, Underline = Add):
 37. Developer shall dedicate a permanent easement and construct a 12' multi-use trail (Alpha Loop) around the lake and connecting to Morrison Parkway ~~as depicted on the site plan prepared by Nelson~~, revised 11/25/2019, with final alignment/design/materials approved by Staff and construction completed prior to the first residential CO. ~~Alpha Loop shall be clearly delineated and separate from private sidewalk associated with storefronts on the 'For-Rent' building. A~~

crosswalk shall be provided across Morrison Parkway at the existing signalized intersection at Lakeview Parkway and shall be constructed of a material approved by Staff. Trail entrance gateways/arches shall be provided on Morrison Parkway and Haynes Bridge Road and shall count towards the original sculpture's requirement. Alpha Loop shall include seating/gathering areas, lighting, landscape, hardscape, and Zagster (or comparable bike sharing provider) bike station (per applicant's Letter of Intent). Multi-use trail shall be promoted to the public by providing parking, access, and trails for public enjoyment. A bike share station shall be provided at a location(s) along the trail, as approved by Staff. Wayfinding signage shall be placed at key locations along the trail. Developer shall dedicate a minimum 20' permanent easement through the GA 400 buffer for the purpose of a future Alpha Loop trail alignment. Alpha Loop improvements shall be eligible for impact fee credits, as approved by Staff. Alpha Loop shall maintain a minimum 20' setback from all buildings, ~~except along the ground floor storefronts associated with the 'For Rent' building.~~

- Staff has reviewed the applicant's proposal and finds that it can generally support the applicant's request for changes to previous conditions of zoning. The proposed change is consistent with the City's planned alignment of the Alpha Loop through the Georgia 400 buffer.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The CZIM was held on February 10, 2021. There were no public comments

Public Comment

- No Public Comment

❖ Council Member Richard offered a motion to approve PH-21-04 TPA Group/360 Tech Village Change to Condition of Zoning, subject to the following conditions:

37. Developer shall dedicate a minimum 20' permanent easement, and any necessary construction easements, through the Georgia 400 buffer for the purpose of a future Alpha Loop trail alignment. In addition, developer shall dedicate a permanent easement and construct a 12' concrete path around the lake and connecting to Morrison Parkway, with final alignment/ design/ materials approved by Staff and construction completed prior to the first residential Certificate of Occupancy. An enhanced crosswalk shall be provided across Morrison Parkway at the existing signalized intersection at Lakeview Parkway and shall be constructed of a material approved by Staff. Trail entrance gateways/arches shall be provided on Morrison Parkway and Lakeview Parkway and shall count towards the original sculpture's requirement. Alpha Loop shall include seating/gathering areas, lighting, landscape, hardscape, and a bike station (per applicant's Letter of Intent). Alpha Loop shall be promoted to the public by providing parking, access, and multi-use trails for public enjoyment. Wayfinding signage shall be placed at key locations along the Alpha Loop. Alpha Loop improvements shall be eligible for impact fee credits, as approved by Staff. Alpha Loop shall maintain a minimum 10' setback from all buildings.

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (6-0)

B. PH-21-05 UDC Text Amendments – Backyard Chickens **NOTE: This item has been withdrawn by Staff and will neither be heard nor discussed at this time.**

C. PH-21-03 UDC Text Amendments – Prerequisites for Public Hearing Requests

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve the following text amendments to the Unified Development Code (UDC):
 - Amendments to Unified Development Code (UDC) Article IV Procedures, to add regulations requiring that all taxes be paid in-full and all outstanding code violations on the property be rectified prior to a request for public hearing.
- This standard is currently included in the City's Public Hearing application as part of the 'Instructions for Filing a Public Hearing Application'. Codifying this standard would allow for enforcement.
- The item was considered at the 3/4/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended unanimous approval, subject to changes clarifying that delinquent taxes, assessments, fees, fines, or other indebtedness to the City pertains to a property and not a person. Vote 7-0
- City Attorney, Sam Thomas, read the ordinance aloud.

Public Comment

- No Public Comment
- ❖ Council Member Hipes offered a motion to approve PH-21-03 UDC Text Amendments – Prerequisites for Public Hearing Requests and the ordinance as presented
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (6-0)

VI. OLD BUSINESS

A. Consideration to Amend the "Noise Ordinance" (2nd Reading) Sponsored By: Mayor Pro Tem Mitchell & CM Richard

- City Attorney, Sam Thomas, came forward to present this item.
- Staff is recommending that Mayor and Council approve an ordinance to amend Chapter 26, Article V (The "Noise Ordinance") of the City Code to eliminate an exemption applicable to certain construction activities.
- Chapter 26, Article V of the City Code provides regulations governing noise (as defined in the Noise Ordinance) within the City. The City has determined that it is appropriate from time to time to modify certain noise regulations to comport with current conditions.
- If approved, this amendment will eliminate an exemption applicable to certain construction activities and will be noted as follows:

- Section 1. Chapter 26, Article V of the Code is hereby amended by elimination of Paragraph 3 of Section 26- 116 in its entirety and substituting in lieu thereof the following:
 - Sec. 26-116(3). Construction and demolition activity shall not be performed between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, before the hour of 9:00 a.m. or after the hour of 5:00 p.m. on Saturday, or at any time on Sunday, unless such activities are deemed emergency work as defined in Section 26-113. This shall not be deemed to prohibit interior finish work such as carpeting, painting, millwork, etc. (but not framing) on Sundays between the hours of 10:00 a.m. to 5:00 p.m. provided the work does not produce audible sounds from outside the building. In addition, if the Director of Public Safety (after consultation with the Mayor and Council) determines that the prohibitions in this paragraph would result in loss or inconvenience to any party in interest of such a nature as to warrant special consideration, the Director of Public Safety may issue a renewable 10-day permit for work to be done within the hours of 10:00 a.m. to 5:00 p.m.
- This item was presented for its first reading and approved by Council during the March 15, 2021 City Council Meeting. There have been no changes made since the first reading.
- City Attorney, Sam Thomas, read the ordinance aloud.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve an ordinance to amend Chapter 26, Article V (The "Noise Ordinance") of the City Code to eliminate an exemption applicable to certain construction activities
 - The motion received a second from Council Member Richard
 - Council Member Burnett offered a friendly amendment to change the renewable 10-day permit to a renewable 14-day permit
 - Mayor Pro Tem Mitchell and Council Member Richard accepted the friendly amendment
 - The motion was approved (5-1); Council Member Burnett voting in opposition

VII. NEW BUSINESS

A. ITB #: 21-006 Fire Station Renovations

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council award the contract for Fire Station Renovations at 81,83, and 85 to Harmon Solutions, LLC. in the amount of \$158,641.00 and authorize the Mayor to execute all necessary documents. Approval of this requisition executes an expenditure authorized as part of the FY 21 Capital Budget.
- This years' Fire Station Renovations will be the third round of improvements to multiple Fire Houses throughout the City. Collaboratively working with Public Safety, Public Works issued a bid to continue the multi-year renovations and upgrades to bathrooms and kitchens.
- Award of this contract is for renovations to Fire Stations 81, 83, and 85.

- Fire Station 81 upgrades will include full renovations to the bunkhouse bathroom and half bath located in the dayroom.
- Fire Station 83 will receive new flooring in the kitchen, dayroom, and front office along with upgrading the existing single oven to a double wall oven. Fire Station 83's existing cabinetry will be refurbished and modified for the installation of a new double oven.
- Station 85 will be receiving a full bunkhouse bathroom renovation and new flooring in the kitchen and dayroom. All bathroom renovations will consist of new toilets, vanities, mirrors, plumbing fixtures, floors, partitions, exhaust fans, painting, and LED lighting. Flooring replacement will consist of removing the existing floor and replacing with a Sika Epoxy floor application, preferred by public safety, to provide longevity and be aesthetically pleasing.
- The work will be phased by each station, meaning work cannot commence at another Station until all work outlined in the scope for each specific Station is complete. This will provide less time facilities are down and lessen the inconveniences to the firefighters during the renovations.
- The project was advertised for competitive bids on January 21, 2021. The closing date for bids was March 18, 2021 and the City received a total of three bids from the following:

<u>Bidder</u>	<u>Total</u>
Harmon Solutions, LLC.	\$158,641.00
Prime Contractors, Inc.	\$167,758.40
Crown Retail Services, Inc.	\$176,256.00

- Staff verified references and comparable work provided by the contractor (Harmon Solutions LLC). The referenced work provided included renovations and 100% build outs to a Pediatrics office, Georgia Power facility, and Mall food court retail space. After meeting and verifying references, staff feels confident that the contractor can perform the work outlined in the scope and be accomplished in the time period established in the contract (180 days).

Public Comment

- No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to award the contract for Fire Station Renovations at 81, 83, and 85 to Harmon Solutions, LLC. in an amount not to exceed \$158,641.00 and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Hipes
 - The motion was approved unanimously (6-0)

B. Public Safety Vehicle Replacements

- City Administrator, Bob Regus, came forward to present this item.
- This request is for the replacement of four vehicles and two motorcycles in our fleet (totaling \$248,446.80 including upfitting) that qualify for replacement under departmental guidelines including:
 - Three (3) 2021 Ford F-150 XL (4-wheel drive) pickup trucks from Wade Ford, Inc. in an amount totaling \$101,900.00, representing the lowest of four (4) solicited quotes.
 - One (1) 2021 Dodge Pursuit Durango (AWD) SUV from Troncalli Automotive Group, Inc. in an amount totaling \$34,554.00, representing the lowest of three (3) solicited quotes
 - Two (2) Harley Davidson Motorcycles from Killer Creek Harley Davidson in an amount totaling \$51,992.80 representing the lowest of two (2) solicited quotes.
- Approval to expend up to \$60,000.00 for estimated costs associated with acquisition and installation of the necessary emergency equipment (upfitting).
- 2021 Vehicle Replacements (Approvals To-Date):
 - As approved in the FY 2021 budget, the Department of Public Safety planned to purchase and outfit for service eight (8) vehicles and two (2) motorcycles at a cost not to exceed \$465,000.
 - To date, four (4) 2021 Ford F-150 XL pickup trucks have been ordered from Wade Ford in an amount totaling \$135,704. Additionally, \$50,000 was secured for the upfitting equipment costs for said vehicles using the City's contract partner Dana Safety Supply. Total approved to-date = \$185,704.
- 2021 Vehicle Replacements (This Request)
 - The Department is now requesting to replace the remaining four (4) vehicles and two (2) motorcycles included within the approved 2021 Capital allocation as follows:
 - Three (3) 2021 Ford F-150 XL (4-wheel drive) pickup trucks from Wade Ford, Inc. in an amount totaling \$101,900.00, representing the lowest of four (4) solicited quotes (attached).
 - One (1) 2021 Dodge Pursuit Durango (AWD) SUV from Troncalli Automotive Group, Inc. in an amount totaling \$34,554.00, representing the lowest of three (3) solicited quotes (attached).
 - Two (2) Harley Davidson Motorcycles from Killer Creek Harley Davidson in an amount totaling \$51,992.80 representing the lowest of two (2) solicited quotes (attached).
- Due to the changing needs of personnel (Admin, Training, and the Community Services Unit's necessity to transport equipment, bicycles, and tow trailers; Criminal Investigation Division for operational purposes, etc.), the replacement request is comprised of pickup trucks. Although the Department has purchased the Ford Police Utility SUV to date, the request to purchase the Dodge Durango is to evaluate this vehicle in a "Patrol" capacity due to annual increases in the state contract sales price for the Ford Police Utility SUV. Goal is to determine if the Durango can be a viable cost-effective alternative.

- As a general guide for replacement, the Department uses 100,000 to 110,000 service miles for Patrol vehicles, years of service and higher mileage (a goal of 120,000 miles or more) for Administrative vehicles, years of service (between 6-8 years) and a minimum of 15,000 miles for Motorcycles and a repair cost to vehicle value analysis, if any of the aforementioned are not met.
- It is the Department's preference and current plan that all vehicles be all-wheel or 4-wheel drive for the emergency response capabilities, the associated safety factors, and the possible inclement weather situations. The pickup trucks and SUV will be replacing two (2) sedans and two (2) SUVs that have met the above disposal thresholds.
- Approval is also requested to expend an amount not to exceed \$60,000 for estimated costs associated with purchasing and installing necessary emergency equipment for the said vehicles (e.g., emergency lighting, consoles, computer stands, radios, weapon racks, prisoner transport systems, graphics, etc.). As a practice, the Department recycles emergency equipment from older vehicles and installs it into newly purchased vehicles whenever possible and/or applicable. Due to the age and type of equipment installed in the disposal vehicles, it will not be possible or applicable to reuse it. Funding for this initiative is requested from existing appropriations within the Department's Capital Fleet Replacement, as per the FY 2021 budget. The City's upfitting contract vendor (Dana Safety Supply) will be utilized for this initiative.
- Quote Details Competitive quotes were obtained for this request to purchase with the results as follows:
 - 2021 Ford F-150 XL (4-wheel drive):
 - Wade Ford, Inc. (\$33,804 /\$34,292) *note: short bed/long bed option, respectively.
 - Allan Vigil Ford-Lincoln (\$37,040/\$37,930) *note: state contract holder.
 - Billy Howell Ford (\$40,137/\$40,689) *note: short bed/long bed option, respectively.
 - Angela Krause (\$44,242.28/NA) *note: quote was not itemized, did not designate whether short or long bed option.
 - 2021 Dodge Pursuit Durango:
 - Troncalli Automotive Group, Inc. (\$34,554).
 - Atkins Ford/Dodge/Jeep/Chrysler (\$34,623).
 - Ginn Chrysler/Jeep/Dodge (\$36,045).
 - 2021 Harley Davidson Motorcycle:
 - Killer Creek Harley Davidson (\$25,996.40)
 - Falcons Fury Harley Davidson (\$27,213.56)
 - Harley Davidson of Atlanta (no submission)

Public Comment

- No Public Comment

- ❖ Council Member Hipes offered a motion to approve the replacement of four vehicles and two motorcycles in our fleet in an amount not to exceed \$248,446.80, including upfitting
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (6-0)

C. Alpharetta Wedding Venues

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff is recommending that Mayor and Council approve the presented wedding venue concepts in an amount not to exceed \$44,000 and authorize the Mayor to execute all necessary documents.
- With assistance from the Alpharetta Convention and Visitors Bureau, staff reviewed possible sites to be used as wedding venues on city-owned property. Four (4) locations were selected and presented during the February 22nd City Council Meeting as a workshop item. After feedback from Council, staff is recommending that we utilize the following three City properties for wedding venues: the Mansell House, the Alpharetta Arts Center, and the lawn at Brooke Street Park (aka the formal garden).
- Weddings have been identified as a significant market segment for Alpharetta Hotels. These locations could help with bringing more weddings, hotel room nights and general business to Alpharetta. The attached report has a current overview of the three sites and improvements necessary to use these sites as potential wedding venues.

Location	Estimated Costs of Improvements
Mansell House	\$11,500
Arts Center	\$25,000
Lawn at Brooke Street Park	\$7,500
Total estimated cost of improvements	\$44,000

- Council Member Richard stated that she is opposed to the installations of gates in the entryways to the formal garden in Brooke Street Park and believes that we may encounter an issue with adding the pavers in the park. Mayor Pro Tem Mitchell is also opposed to adding the pavers in the garden as well as the installation of gates in the entryway.
- Council Member Merkel is concerned about the limited parking available at the Alpharetta Arts Center, staff being responsible for walk-throughs at the locations, load in/load out locations for these city facilities as well as who will be responsible for clean up during and after the event.
- Matt Mitchell from Matt Mitchell Design came forward to speak on behalf of the presentation.

Public Comment

- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward to ask if we are intending to complete this work as three separate projects or all at once.

- ❖ Council Member Merkel offered a motion to table this item
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (6-0)

VIII. PUBLIC COMMENT

- Theresa Hardin, 180 Burnett Way, Alpharetta, GA, 30009, came forward to address her concerns regarding the City owned property that is for sale along Old Milton Pkwy.

IX. REPORTS

- Council Member Richard announced the next CZIM meeting is Wednesday, April 14th at 6:00 PM via Zoom Meetings.
- Council Member Burnett thanked Director of Finance, Tom Harris, for helping to defeat HB 328 as it relates to reducing franchise fees paid to municipalities.
- City Administrator, Bob Regus, came forward to remind Mayor and Council that we will be discussing the bond issue for parks and TSPLOST at upcoming City Council Meetings.

X. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Merkel offered a motion to adjourn into Executive Session
 - The motion received a second from Council Member Hipes
 - The motion was approved unanimously (6-0)
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting into Executive Session at 7:37 P.M.

Respectfully submitted,


Erin Cobb, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

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- I. AGENDA ITEM TITLE:** PH-21-AB-12 NAGA ASSOCIATES, LLC
D/B/A HILTON GARDEN INN ATLANTA NORTH / ALPHARETTA
4025 WINDWARD PLAZA
ALPHARETTA, GA 30005

HOTEL
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE & SUNDAY SALES

OWNERS: NAGA ASSOCIATES, LLC
REGISTERED AGENT: MICHAEL SARD

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Hilton Garden Inn PH minutes



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: April 8, 2021
TIME: 2:00 P.M.
LOCATION: <https://zoom.us/j/94921621996>

Official Minutes

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

I. CALL TO ORDER: City Attorney Sam Thomas called the meeting to order at 2:00 P.M.

II. LICENSE APPLICATIONS:

1. PH-21-AB-12 **NAGA Associates, LLC**
 d/b/a Hilton Garden Inn Atlanta North /
 Alpharetta
 4025 Windward Plaza
 Alpharetta, GA 30005

Hotel
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owners: NAGA Associates, LLC
Registered Agent: Michael Sard

Michael Sard of Sard & Leff, LLC at 3789 Roswell Road, Atlanta GA 30342 is the registered agent and was on the call.

Mr. Sard indicated this is an existing hotel under new management, NAGA Associates LLC. Joseph Wellenbusher and Jeffrey Kolessar are the owners, who combined have over 50+ years experience owning and operating hotels. Kim

Flanders is the General Manager of the hotel and has been there since 2013. They have never had any alcohol violations at the hotel. The hotel policy is to check ID of anyone ordering alcohol. All staff is trained through TIPS Training. They currently have 3 areas in the hotel that sell and serve alcohol - a dining area, a lounge and a market café, all for on-site consumption.

Public Comment: No Public Comment

Mr. Thomas recommended that this license be approved and confirmed it will be on the Consent Agenda at the City Council Meeting scheduled for Monday April 19, 2021 at 6:30 P.M.

The applicant is required to appear in person on April 19, 2021 should Council have any questions regarding this application. Once City Council approves the application, the applicant will be allowed to pick up and pay for their alcohol license at City Hall in Community Development.

III. ADJOURNMENT: With no further business to discuss or items to be heard City Attorney Sam Thomas adjourned the meeting at 2:06 P.M.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: PH-21-03 UDC TEXT AMENDMENTS – PREREQUISITES FOR PUBLIC HEARING REQUESTS **(2ND READING)**

CONSIDERATION OF TEXT AMENDMENTS TO UNIFIED DEVELOPMENT CODE, ARTICLE IV PROCEDURES TO ADD PREREQUISITES PERTAINING TO THE SUBMITTAL OF A PUBLIC HEARING REQUEST.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

UDC Text Amend - PH Prerequisites CC Staff Report, Ordinance Recommended by Planning Commission



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

CITY COUNCIL SPONSOR: JOHN HIPES

I. AGENDA ITEM TITLE: PH-21-03 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – PREREQUISITE FOR FILING PUBLIC HEARING REQUESTS

CITY COUNCIL: MARCH 22, 2021

The item was considered at the 3/4/2021 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended unanimous approval, subject to changes clarifying that delinquent taxes, assessments, fees, fines or other indebtedness to the City pertains to a property and not a person. Vote 7-0

II. REPORT IN BRIEF:

Consideration of text amendments to Unified Development Code (UDC) Article IV Procedures, to add regulations requiring that all taxes be paid in-full and all outstanding code violations on the property be rectified prior to a request for public hearing. This standard is currently included in the City's Public Hearing application as part of the 'Instructions for Filing a Public Hearing Application'. Codifying this standard would allow for enforcement.

III. ATTACHMENTS:

- UDC Strike Through and Underline Edits
- Public Hearing Application Forms and Requirements

**AN ORDINANCE TO AMEND ARTICLE IV, SECTION 4.2.1 OF THE
UNIFIED DEVELOPMENT CODE TO ADD A NEW PARAGRAPH D PERTAINING TO
THE INITIATION AND REVIEW OF APPLICATIONS FOR LAND USE CHANGES;
TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING
ORDINANCES; AND FOR OTHER PURPOSES**

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

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

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

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

WHEREAS, the City Council desires to amend Article IV of the Unified Development Code for the foregoing purposes; and

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

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

Section 1. Subsection 4.2.1 of Article IV of the Unified Development Code is hereby amended by adding a new Paragraph D to read as follows:

"D.

1. No application shall be accepted or reviewed for completeness ~~from a person who owes pertaining to a property on which~~ delinquent taxes, assessments, fees, fines, or is otherwise indebted to the City until the taxes, assessments, debts, or obligations have been first fully discharged by payment, or ~~until an arrangement satisfactory to the Director has been made for the payment of such debts or obligations.~~

~~2. No application pertaining to~~ property that is not in compliance with applicable City codes and ordinances shall be accepted or reviewed for completeness until the property is brought into compliance, or until an arrangement satisfactory to the Director has been made for bringing the property into compliance.

32. It shall be the Applicant's responsibility to provide evidence or proof that (i) all taxes and fees have been paid, or that other arrangements have been made for payment of said taxes, fees, etc. and/or (ii) the property has been brought into compliance or that arrangements have been made to bring the property into compliance."

Section 2. All ordinances, parts of ordinances or amendments in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4. This Ordinance shall become effective immediately upon its adoption by the City Council and incorporated into The Unified Development Code of the City of Alpharetta, Georgia.

[SIGNATURE PAGE TO ORDINANCE AMENDING UNIFIED
DEVELOPMENT CODE ARTICLE IV, SECTION 4.2.1]

ADOPTED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Donald Mitchell

Karen Richard

(SEAL)

Attest:

Erin Cobb, City Clerk

Approve as to form and legal sufficiency:

C. Sam Thomas, City Attorney

4056215



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By: Erin Cobb
Sponsored By:
Meeting Date: April 19, 2021

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

II. RECOMMENDATION:

Staff seeks City Council's approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Alpharetta for the provision of election services for the 2021 Municipal Election in the amount of \$138,102.00.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL
IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN
CURRENT FY
OPRT.
BUDGET: YES

TOTAL PROJECT COST: UNDER THE TERMS OF THE IGA, THE CITY OF ALPHARETTA WILL REMIT 75% OF THE COST LISTED IN EXHIBIT B TO THE COUNTY 90 DAYS PRIOR TO ELECTION DAY. FOLLOWING THE ELECTION, THE ACTUAL COSTS OF THE ELECTION WILL BE DETERMINED, AS WELL AS THE CITY'S PRO-RATA SHARE OF THE ACTUAL COSTS. IF BASED ON THE ESTIMATED ELECTION COSTS A REFUND IS DUE TO THE CITY IT WILL BE ISSUED WITHIN 90 DAYS AFTER THE ELECTION. IF BASED ON THE ESTIMATED ELECTION COSTS THE CITY OWED THE COUNTY AN ADDITIONAL AMOUNT, THE COUNTY WILL ISSUE AN INVOICE FOR THAT AMOUNT WHICH IS DUE WITHIN 30 DAYS OF RECEIPT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Professional Services / 10013301-521200-ACC00	\$138,102.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The City of Alpharetta has requested that Fulton County conduct our 2021 Municipal Election on November 2, 2021. The County will handle all aspects of the election with the exception of qualifying, which will be handled by the City Clerk's office. The total amount of the contract is \$138,102.00, which includes services for election day and an early voting period of 3 weeks. The Alpharetta Branch Library will serve as our early voting precinct from Monday, October 11th to Friday, October 29th.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Contract - Alpharetta Nov 2021

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Alpharetta, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

ARTICLE 1 CONDUCT OF ELECTIONS

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

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

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

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

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

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

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

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

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

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

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

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

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

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

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

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

ARTICLE 5 LEGAL RESPONSIBILITIES

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

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including,

without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

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

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

ARTICLE 6 EMPLOYMENT STATUS

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

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

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

ARTICLE 7 RECORDKEEPING AND REPORTING

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

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

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 11 NOTICES

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

If to the County: Fulton County Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

**ARTICLE 12
NON-ASSIGNABILITY**

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

**ARTICLE 13
ENTIRE AGREEMENT**

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

**ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY**

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

ARTICLE 15
EBINDING EFFECT

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

ARTICLE 16
COUNTERPARTS

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

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

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF ALPHARETTA, GEORGIA

(SEAL)

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

City Clerk (SEAL)

APPROVED AS TO SUBSTANCE:

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Alpharetta, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2021.

Municipal Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of Alpharetta General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

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



EXHIBIT B

CITY OF ALPHARETTA

PROJECTED CONTRIBUTION

Election	November 2, 2021 General
Citywide	
Number of Active Registered Voters (as of 3.23.2021)	46,656
Cost Per Voter	\$2.96
Total Cost	\$138,102.00



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: RESOLUTION AUTHORIZING FULTON COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS TO CONDUCT THE CITY OF ALPHARETTA'S NOVEMBER 2, 2021 GENERAL ELECTION

II. RECOMMENDATION:

Approve a Resolution authorizing Fulton County Department of Registration and Elections to conduct the City of Alpharetta's November 2, 2021 General Election.

III. REPORT IN BRIEF:

The attached Resolution is required by the County, in conjunction with the executed IGA, to formalize the City's intent to have Fulton County conduct our 2021 Municipal Election.

IV. ALTERNATIVES:

V. ATTACHMENTS:

RESOLUTION AUTHORIZING FULTON CO TO CONDUCT ELECTION

**A RESOLUTION TO AUTHORIZE THE FULTON COUNTY BOARD OF
REGISTRATION AND ELECTIONS TO CONDUCT THE CITY OF ALPHARETTA'S
NOVEMBER 2, 2021 GENERAL ELECTION; TO AUTHORIZE THE CITY TO ENTER
INTO A CONTRACT WITH FULTON COUNTY FOR SUCH PURPOSES;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Alpharetta is required to hold a non-partisan general election on the 2nd day of November 2021, to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each; and

BY THIS RESOLUTION, the Council desires to authorize the Fulton County Board of Registration of Elections to conduct this general election and to authorize the Mayor to enter into a contract with Fulton County for such purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AND IT IS HEREBY

RESOLVED that the Fulton County Board of Registration and Elections shall conduct the general election of November 2, 2021 and is hereby appointed as the Election Superintendent to perform all duties of the Election Superintendent with the exception of the publication of the election and the obtaining of pre-clearance of the election pursuant to the Federal Voting Rights Act of 1965, if required; and **IT IS FURTHER**

RESOLVED that the Mayor and such other city officials as are necessary are authorized to enter into and execute on behalf of the City a contract with Fulton County for the conduct of the election, which contract was presented at the April 19, 2021 Council meeting and approved in the minutes.

SO RESOLVED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Mitchell

Council Member Burnett

Council Member Richard

Council Member Hipes

Council Member Binder

Council Member Merkel

(SEAL)

Attest:

Erin Cobb, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Stephanie Cochran
Sponsored By:
Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: APPROVAL OF FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT APPLICATION

II. RECOMMENDATION:

Approve Grant Application

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Firehouse Subs Public Safety Foundation Grant	\$25,000.00

IV. REPORT IN BRIEF:

By providing lifesaving equipment and needed resources to first responders and public safety organizations, we help them to be better prepared to save lives in the communities they serve.

There are no matching funds involved in our organization's grants program.

The deadline for submittal of this grant application to Firehouse Subs is Wednesday, May 12, 2021 at 5PM ET.

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: Stephanie Cochran

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: SECURITY SYSTEM REPLACEMENT (CAMERAS/SERVERS)

II. RECOMMENDATION:

Approve Security System Replacement (Cameras/Servers)

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

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

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Security System Refresh (30131150-542400-C2052)	\$121,366.05

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

This initiative was approved as part of the fiscal year 2021 Capital Budget and is aimed at providing centralized and redundant Avigilon Video Servers to replace legacy servers that cover everything but the jail facility.

The city's current security environment (not including the jail facility) includes 6 standalone, non-redundant, servers and 145 cameras. The lack of redundancy is the most critical issue as there is no fail-safe in case of hardware/software failure. Additionally, most of the legacy servers are undersized, out of warranty, and running old non-supported software versions that cannot connect with some of our existing camera inventory.

This initiative (\$121,366.05) will consolidate the 6 legacy servers (with no redundancy capabilities) into 2 servers (providing redundancy) and provide updated software licensing for our current fleet of cameras. Additionally, this initiative includes the replacement of 5 outdated cameras within Wills Park.

This initiative has citywide benefits and impacts multiple departments (e.g. Information Technology, Recreation, Parks & Cultural Services, City Administration, etc.). NetPlanner is the City's security camera and badge reader maintenance and support vendor and is recommended for this initiative under the existing service agreement.

V. ALTERNATIVES:

Eliminating the redundant capabilities would remove 1 server (and associated licenses/components) from the project resulting in a cost savings approximating \$49,000. However, without server redundancy, there would be a critical single-point-of-failure for access to, and recording of, all (non-jail) cameras within our inventory.

VI. ATTACHMENTS:

NetPlanner Quote

March 19, 2021

Attn: Jason Davis
City of Alpharetta Department of Technology
2 Park Plaza
Alpharetta, GA 30009
678-297-6034 (Office)

RE: PC20240 -SEC Alpharetta City of Alpharetta Centralized Server with Camera Upgrade ACC 7 (157TB Option)

Thank you for the opportunity to provide a proposal for the City of Alpharetta. With nearly 30 years of experience in the industry, NetPlanner Systems, Inc. has a long history successfully completing projects of this scope and magnitude.

As one of the Southeast's leading providers of information transport systems, NetPlanner Systems, Inc. has established a reputation for completing projects on time and within budget. We dedicate our efforts to staying on top of the ever-changing world of communications technology in order to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality products and a level of customer service that exceeds your expectations.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

Please find our pricing to provide and install the following systems:

- Avigilon COA Server upgrade for City wide IP Cameras using COA network infrastructure across below facilities.

COA Locations	Existing Manufacture	Survey existing equipment	Current Server Location	NS Connection	New Servers Public Works & Public Safety Notes	Current Cameras
City Hall						
Avigilon - IP VIDEO	Avigilon	Server ID 21456601 / 24 Camera Channels	EPW	YES	Cameras will be moved to new server	24
City Hall Parking Deck						
Avigilon - IP VIDEO	Avigilon	30 Camera license Channels		YES	Non Recording Cameras will be moved to new server	14
Engineering PW's / Traffic VIDEO						
	Avigilon	HD-NVR4-PRM-128TB-NA (Server installed in last 60 days)	EPW	PLAN	New Server installed and online	48
Community Center						
Avigilon - IP VIDEO	Cameras only to City	Cameras report to EPW server through COA network	EPW	YES	Cameras will be moved to new server	6
Arts Center						
Avigilon - IP VIDEO	Avigilon	Server ID 28712738 / ACC5 Enterprise 14 Cameras	EPW	YES	Cameras will be moved to new server	14
Crabapple Courts Services						
Avigilon - IP VIDEO	Avigilon (Appliance)	Server ID 68584017 / 8 Camera License channels	Onsite	YES	Cameras will be moved to new server	9
Crabapple Recs and Parks						
Avigilon - IP VIDEO	Avigilon (Appliance)	Server ID 87127551 / 8 Camera License channels	Onsite	YES	Cameras will be moved to new server	9
Milton Precinct Office HQ						
Avigilon - IP VIDEO	Avigilon Cameras		EPW	YES	Cameras planned	0
Public Safety / Jail						
Avigilon - IP VIDEO	Avigilon (HD-NVR4)	HD-NVR4-STD-32TB-NA (New server 1 YR) 2EITT-I624K-G3F2D-F35KK-DCM99E (24 Cameras)		PLAN	City will plan for server setup	28
Milton AVE, Public garage						
Avigilon - IP VIDEO	Avigilon	Few cameras / coverage of deck only in stairwells	NS	YES	Non Recording Cameras will be moved to new server	10
Wills Park Recreation Center VIDEO (Hikvision)						
	Hikvision	Needs to be take to centralized storage	NS	YES	Cameras will be moved to new server	5

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SCOPE OF WORK

COA Avigilon Server and licenses

- Provide and install (2) Avigilon NVR4X PRM Server updated with ACC7 with 157TB storage capacity.
- Provide Avigilon 5-year warranty
- Provide and install (2) Avigilon Network 10 GBE cards
- Provide and install (4) SFP + 10G Base – SR Optical Transceivers for server configuration.
- Provide and install (2) IDRAC 9 – ENT – UPG for NVR4 configuration.
- Provide and install (145) Avigilon ACC 7 camera channels updates for ACC5 / ACC6 Licenses.
** Avigilon will provide free updates for ACC6 Cameras at jail for up to 28 cameras.
- Provide and install (110) Channel fail over license for failover server (Failover for 110 Cameras)
- NetPlanner will configure and setup storage parameters to meet COA minimum 30 day + requirement.
(Current Server sizing is allowing for 45 + days of storage, storage is calculated with 40 camera expansion, THIS SERVER OPTION WILL ALLOW FOR HIGHER RESOLUTION VIEWING OF CAMERAS.)
- Test Servers and connect to City provided network switch. (Discuss redundancy with City)
- Provide all testing, labeling, and support documentation as required.

** COA Jail NVR will be left in place to support specific Jail storage requirement and allow new server to have expansion capabilities.

** COA Traffic NVR will be left in place to support specific Traffic storage requirement and allow new server to have expansion capabilities.

- ❖ COA will provide new IP information for server new configuration.
- ❖ COA will provide connections at Public works and Public Safety with rack space for new server installation.
- ❖ COA will allow NetPlanner Systems Inc. to make backups of all current servers so new server may be configured.
- ❖ COA will ensure cameras are on city provided backbone switch accessible for new servers.

Above server system was sized with the COA existing cameras estimated at 132 cameras used (this includes room for spare 40 cameras to be added to system)

Server Scope: Includes connecting cameras to system for recording at COA parking deck at city and Milton community parking deck which are currently not connected to any system.

NetPlanner new camera installation for Wills Park Recreation:

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Provide and Install (5) 2MP Indoor Avigilon H5 series domes with 3.1mm – 8.4mm view.
Provide and Install (5) Avigilon camera licenses for camera support.
Provide all testing, labeling, and support documentation as required.

PROJECT TOTAL COST SUMMARY

Total for scope of work: \$121,366.05

Part #	Manufacturer	Description	Quantity	Unit	Total Price
Server Materials					
HD-NVR4-PRM-157TB-	Avigilon	PRM , Dell 157TB Server #	2	\$43,751.25	\$87,502.50
HD-NVR4-PRM-10GBE	Avigilon	PRM , Dual Server cards for 10 GBE connection	2	\$495.00	\$990.00
HD-NVR4-SFPPLUS-SR	Avigilon	SFP , 10G SR Optical Transceivers for network connectic	4	\$221.25	\$885.00
IDRAC9-ENT-UPG	Avigilon	IDRAC , 9 ENT UPG for NVR configuration	2	\$502.50	\$1,005.00
ACC7-ENT-VER-UPG	Avigilon	Avigilon ACC7 upgrade licenses each camera update	145	\$22.50	\$3,262.50
ACC7-ENT-FO	Avigilon	Avigilon Fail over license for backup configuration	110	\$33.75	\$3,712.50
Wills Park line item	Avigilon	Install of (5) Avigilon H5 cameras	1	\$6,718.55	\$6,718.55
				Materials	\$104,076.05
				Freight	\$325.00
				Installation Ser	\$16,965.00
				Total Project	\$121,366.05

INCLUSIONS

- Pricing includes above described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday - Friday 7:30 AM - 4:30 PM.

EXCLUSIONS & ASSUMPTIONS

- Overtime and Union labor are not included in this proposal.
- COA Cameras must be on city switch to be routed to new Avigilon Server.
- Racks or Network switches for system operation.
- Conduit, junction boxes, and pull-strings are not included in this proposal.

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- Floor Cores and floor penetrations are not included in this proposal.
- Fire sleeves are not included in this proposal.
- Communications room plywood backboards are not included in this proposal.
- Building ground conductors and ground busbars are not included in this proposal.
- Proposal does not include permitting fees that may be required by the local Authority Having Jurisdiction.
- Assumes that proper space is available in racks to accommodate new security equipment.
- Assumes that NetPlanner Systems will have timely and reasonable access to each work location.
- Customer will provide licensing or have licensing for system additions.

PAYMENTS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 30.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday - Friday 7:30 AM - 4:30 PM.

This bid proposal and the pricing within are valid for 30 days.

CHANGE ORDERS

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Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order.

Additional labor resulting from a Change Order will be calculated at a rate of \$55/Hour/Technician and \$85/Hour/Project Manager. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER-SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items "as is" and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

- A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.
- B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.
- C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.
- D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause

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the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or

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Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

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HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

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NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

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ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature:

Printed Name: _____

Title: _____

Date: _____

NetPlanner Systems, Inc.

Authorized Signature:

Printed Name: _____

Title: _____

Date: _____

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City Council Meeting STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: CONTRACT APPROVAL FOR ARTIFICIAL TURF INSTALLATION ON THE TOWN GREEN (RFP 21-108)

II. RECOMMENDATION:

Staff's recommendation is to award RFP 21-108 Town Green Artificial Turf Replacement Project to Sprinturf, LLC., in an amount not to exceed \$214,741 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

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

TOTAL PROJECT COST: \$214,741

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Town Green Turf (30161150-541500-C2110)	\$115,000.00
Town Green Turf - Park Impact Fees - (27061150-541500-C2110)	\$87,918.00
Non-Allocated - Parks Impact Fees (27074110-579002)	(\$87,918.00)
Town Green Turf (30161150-541500-C2110)	\$11,823.00
Town Green Improvements (30161150-541500-C2030)	(\$11,823.00)

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The existing grass at Town Green is well below standard. There are many bare spots, holes, unlevel ground and overall poor grass coverage. The award of this RFP is to replace the existing natural grass area with a new artificial turf system. The location is in front of City Hall in Alpharetta's City Center Town Green. This area has high traffic use year-round for recreation and relaxation by people and pets. It is a popular place with children to play games and splash in the fountain. Picnics and outdoor dining are common when weather permits. The Town Green is surrounded by restaurants, shops, businesses, and residences. Special events occur and invite participants and spectators. The new turf system must be durable enough to endure high foot traffic for these types of activities. The synthetic turf surface area will be approximately 13,220 sq. ft., fitting exactly in the layout of the existing natural turf area. This work includes, but may not be limited to, design of the installation, preparing the subgrade for the turf system, supplying material, labor, and equipment to install the stone base, drainage system, nailer boards, turf, infill material and any other work required for a complete installation of the synthetic system. The City wants to install the highest quality, longest lasting synthetic turf system coupled with excellent drainage to make year-round, daily use possible.

The Recreation, Parks & Cultural Services Department (Parks Department), with guidance from the Public Works and Finance Departments, prepared a Request for Proposals (RFP) and advertised in March/April 2021. On April 14, 2021, the City received proposals from 3 firms. Staff from the Parks and Public Works Departments reviewed and scored the proposals based on Team Evaluation (75%) and Cost (22%) with

Local Vendor Preference rounding out the criteria. The resulting scores were as follows:

78.81 Sprintturf LLC (cost = \$212,741)

77.31 Integrated Construction and Nobility, Inc. (cost = \$298,598.48)

48.33 Lanier Plans (dba KorKat) (cost = \$162,543.15)

The high scoring firm, Sprintturf LLC, is an experienced artificial turf firm and has successfully completed many of our recent turf replacement projects with excellent results. Therefore, Staff recommends award of RFP 21-108 to Sprintturf LLC.

Funding for this initiative was originally approved at \$115,000 as part of the 2021 Mid-Year Budget Ordinance. The remaining funding requested herein is coming thru savings in existing park capital projects (\$11,823) and a request to utilize available Impact Fee monies (\$87,918) which is an allowable use as this improvement will significantly improve the usability and ensure year-round access to this amenity.

V. ALTERNATIVES:

VI. ATTACHMENTS:

21-108 Artificial Turf Installation at City Center Town Green - scoring summary



21-108 - City of Alpharetta Artificial Turf Installation at City Center Town Green

Project Overview

Project Details	
Reference ID	21-108
Project Name	City of Alpharetta Artificial Turf Installation at City Center Town Green
Project Owner	Debora Westbrook
Project Type	RFP
Department	Recreation, Parks and Cultural Services
Budget	\$0.00 - \$0.00
Project Description	The City wants to replace the existing natural grass area with a new artificial turf system. The location is in front of City Hall in Alpharetta's City Center Town Green. This area has high traffic use year-round for recreation and relaxation by people and pets. It is a popular place with children to play games and splash in the fountain. Picnics and outdoor dining are common when weather permits. The Town Green is surrounded by restaurants, shops, businesses, and residences. Special events occur and invite participants and spectators. The new turf system must be durable enough to endure high foot traffic for these types of activities. The synthetic turf surface area will be approximately 13,220 sq. ft., fitting exactly in the layout of the existing natural turf area. This work includes, but may not be limited to, design of the installation, preparing the subgrade for the turf system, supplying material, labor, and equipment to install the stone base, drainage system, nailer boards, turf, infill material and any other work required for a complete installation of the synthetic system. The City wants to install the highest quality, longest lasting synthetic turf system to make year-round, daily use possible. Proposals must include all information necessary to prove why the installation of a proposed product will provide the best available system for the intended use by our City.



Open Date	Mar 12, 2021 9:00 AM EST
Intent to Bid Due	Apr 13, 2021 7:00 PM EDT
Close Date	Apr 14, 2021 8:00 AM EDT

Highest Scoring Supplier	Score
Sprinturf LLC	78.81 pts

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Debora Westbrook	Apr 14, 2021 8:02 AM EDT	No
Kurt Kirby	Apr 14, 2021 8:50 AM EDT	No
eric milley	Apr 14, 2021 2:35 PM EDT	No
Andrew Echols	Apr 14, 2021 10:39 AM EDT	No



Non-Disclosure Agreement

Non-Disclosure Agreement As a member of the evaluation committee, I agree: 1. To abide by the restrictions related to confidential information shared through the competitive procurement process. To keep confidential all information relating to the proponents and the City of Alpharetta that is disclosed, communicated, or otherwise provided to the evaluation committee, including any and all documents, reports, correspondence, data, studies, or other information prepared by, on behalf of, or for the benefit of the evaluation committee or for the purposes of the evaluation. To use the confidential information solely to perform the obligations on the evaluation committee and not directly or indirectly for any other purpose. To not disclose, leave accessible for others to accidentally view, reproduce, copy, or otherwise duplicate the confidential information except as with the express written consent of the City of Alpharetta, or as required by law. 2. To refrain from engaging in any activity that may create or appear to create a conflict of interest in accordance with the Conflict of Interest declaration. 3. To conduct evaluations in a fair and consistent manner in accordance with evaluation criteria and methodology set out in the procurement documents. The evaluation conducted will be a complete, comprehensive, fair, factual, impartial and fully defensible evaluation for all proponent(s), which may be subject to disclosure under Legislation. 4. To refer all inquiries made concerning this procurement to the assigned Alpharetta Procurement Agent. By signing below I am confirming that I have read, understood and agreed to the terms above

Name	Date Signed
Debora Westbrook	Apr 14, 2021 8:02 AM EDT
Kurt Kirby	Apr 14, 2021 8:50 AM EDT
eric milley	Apr 14, 2021 2:35 PM EDT
Andrew Echols	Apr 14, 2021 10:40 AM EDT



Scoring Summary

Active Submissions

	Total	A - Team Evaluation	A-1 - Cover Letter, Statement of Qualifications, Project Staffing, Available Resources	A-2 - References and Examples of similar projects	A-3 - Product information including durability, cost of ownership, specific application, warranty, and 25 pts maintenance
Supplier	/ 100 pts	/ 75 pts	/ 15 pts	/ 20 pts	/ 20 pts
Sprinturf LLC	78.81 pts	62 pts	14 pts	16 pts	18.67 pts
Integrated Construction and Nobility, Inc.	77.31 pts	65.33 pts	12 pts	20 pts	17.33 pts
Lanier Plans, Inc dba KorKat	48.33 pts	26.33 pts	5 pts	6.667 pts	8 pts



	A-4 - Approach to the project, Method of delivery, and Project Timeline	B - Cost	B-1 - cost proposal	D - Administrative	D-1 - LVP
Supplier	/ 20 pts	/ 22 pts	/ 22 pts	/ 3 pts	/ 3 pts
Sprinturf LLC	13.33 pts	16.81 pts	16.81 pts (\$212,741.00)	0 pts	0 pts
Integrated Construction and Nobility, Inc.	16 pts	11.98 pts	11.98 pts (\$298,598.48)	0 pts	0 pts
Lanier Plans, Inc dba KorKat	6.667 pts	22 pts	22 pts (\$162,543.15)	0 pts	0 pts

	D-2 - E-verify	D-3 - Disclosure	D-4 - Federal Debarment Check	D-5 - Bid Bond
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Sprinturf LLC	Pass	Pass	Pass	Pass



	D-2 - E-verify	D-3 - Disclosure	D-4 - Federal Debarment Check	D-5 - Bid Bond
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Integrated Construction and Nobility, Inc.	Pass	Pass	Pass	Pass
Lanier Plans, Inc dba KorKat	Pass	Pass	Pass	Pass



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Pete Sewczwicz

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: PRELIMINARY LIST OF TRANSPORTATION PROJECTS FOR POSSIBLE TSPLOST 2

II. RECOMMENDATION:

This item is being presented for informational and discussion purposes. No formal action is requested at this time.

III. REPORT IN BRIEF:

The Director of Public Works will present a preliminary list of projects for consideration for funding under the proposed TSPLOST 2.

IV. ALTERNATIVES:

V. ATTACHMENTS:

TSPLOST II Projects_041321

TSPLOST II Project List

		Initial Allocation	Revised Allocation
TIER I (85%)	Mid-Block Crosswalk (Alpharetta Elementary School)	\$50,000	\$75,000
	Mid-Block Crosswalk (Manning Oaks Elementary School)	\$125,000	\$150,000
	Improved Crossing from Parking Deck to north side of Milton Ave	\$250,000	\$275,000
	Raised intersection at Marietta St and Roswell St	\$350,000	\$350,000
	Improved Pedestrian Crossings from City Center to Churches	\$750,000	\$750,000
	Alpha Loop (Old Milton Pkwy to Northwinds Pkwy)	\$9,250,000	\$11,250,000
	4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	\$2,500,000	\$2,750,000
	North Point Pkwy Corridor (cost is an allocation)	\$10,000,000	\$10,000,000
	Mid-Block Crosswalk (Cogburn Road Park)	\$50,000	\$75,000
	Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	\$75,000	\$100,000
	Webb Bridge Rd Improvements (Morris Rd to Greenway)	\$10,000,000	\$12,000,000
	Tradewinds Ripple Effect Improvements	\$6,000,000	\$6,000,000
	Cumming St Corridor Improvements (cost is an allocation)	\$7,350,000	\$6,640,000
		\$ 46,750,000	\$50,415,000
TIER II (100%)	Kimball Bridge Rd Widening (Verizon to Georgia Power driveways)	1,500,000	2,000,000
	Academy St Improvements	2,800,000	3,250,000
	Milton Ave Improvements (cost is an allocation)	3,950,000	3,650,000
		\$ 8,250,000	\$8,900,000
TIER III (115%)	Roundabout (Hopewell Rd at Vaughan Dr)	\$ 1,500,000	\$1,900,000
	Roundabout (Mayfield Rd at Canton St)	1,750,000	2,000,000
	Roundabout (Mayfield Rd at Providence Rd)	2,000,000	2,000,000
	Milling and Resurfacing	2,500,000	2,500,000
	Debt Retirement/Debt Service	500,000	500,000
		\$ 8,250,000	\$8,900,000
		\$ 63,250,000	\$68,215,000

Public Works has received revised project pricing, based on the current increase of construction as well as receiving cost estimates from on-call vendors.

The increase of funds for from the initial allocation to the revised is based on new projected figures from Fulton County.



City Council Meeting STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: April 19, 2021

I. AGENDA ITEM TITLE: PRELIMINARY LIST OF PARKS PROJECTS FOR POSSIBLE BOND ISSUE

II. RECOMMENDATION:

This item is being presented for informational and discussion purposes. No formal action is requested at this time.

III. REPORT IN BRIEF:

Please reference attached document.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Bond items

Possible Bond Referendum Items

• Wills Park Equestrian Renovation build out	5,000,000
• Will Park Master Plan projects	4,000,000
• Mid Broadwell Park build out	500,000
• Milton Avenue design & build out	2,000,000
• Old Rucker Park design & build out	2,000,000
• Union Hill Park re-development/trailhead	2,000,000
• Farmhouse Park design & build out	3,000,000
• Brookside Park (Phase 1 – connection/bridge	2,000,000
• Waters Road Park design & build out	2,000,000
• Turf Webb Bridge large Soccer field	1,000,000
• Park Land Acquisition	6,000,000

29,500,000