CITY COUNCIL MEETING & PUBLIC HEARING
MAY 2, 2022

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE TO THE FLAG

IV. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 4/25/2022)

V. APPOINTMENT OF CITY ATTORNEYS

A. Resolution - Appointment of City Attorneys
A Resolution of the Mayor and City Council to Appoint Jarrard & Davis, LLP as City Attorneys

VI. PRESENTATIONS & PROCLAMATIONS

A. National Therapy Animal Day Proclamation

B. Public Service Recognition Week Proclamation

C. National Bike Month Proclamation

VII. PARTNERSHIP UPDATES

A. Bike Alpharetta - Partnership Update

VIII. OLD BUSINESS

A. The Code of the City of Alpharetta, Georgia Text Amendments - City Parks Rules and Regulations and Designation of the AlphaLoop as a City Park
Second Reading
An Ordinance to Amend Article I, Chapter 32 of The Code of Ordinances of the City of Alpharetta, Georgia; To Amend the Rules and Regulations for Parks Owned and Operated by the City; To Designate the AlphaLoop as a City Park; To Repeal Conflicting Ordinances; and for Other Purposes
SPONSORS: Council Member Hipes, Mayor Gilvin

IX. NEW BUSINESS

A. Memorandum of Understanding - Davis Drive

B. Award Of Contract For Mid-Block Crosswalks (ITB 22-007)

C. Wire & Wood: Event Logistics, Marketing, and Sponsorship Sales

D. Resolution to Authorize the Use of Eminent Domain - 4915 Tidewater Way
A Resolution of the Mayor and County of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 4915 Tidewater Way (Tax Parcel No.: 21 -5680-1034-044-8) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

E. **Resolution to Authorize the Use of Eminent Domain - 5065 Tidewater Way**
A Resolution of the Mayor and County of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 5065 Tidewater Way (Tax Parcel No.: 21 -5680-1054-068-2) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

F. **Resolution to Authorize the Use of Eminent Domain - 5225 McGinnis Ferry Road**
A Resolution of the Mayor and County of the City of Alpharetta, Georgia to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 5225 McGinnis Ferry Road (Tax Parcel No.: 21 -5690-1100-012-2) for Road Project - McGinnis Ferry Road Widening from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway

X. WORKSHOP

A. **Presentation and Discussion: Recommended Fiscal Year 2023 Budget (Operations / Capital)**

B. **2021 Bond Project - Parks Update**

C. **Street Performer Permit Application and Program**

XI. PUBLIC COMMENT

XII. REPORTS

XIII. ADJOURNMENT TO EXECUTIVE SESSION

STAFF REPORT

Submitting Department: City Clerk
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 4/25/2022)

II. RECOMMENDATION:

Approve the Council meeting minutes from April 25, 2022 as part of the Consent Agenda.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on April 25, 2022.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 4.25.2022

City Council Meeting & Public Hearing
APRIL 25, 2022
Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 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 Dan Merkel
  - Brian Will
  - Douglas J. DeRito
  - John Hipes
  - Jason Binder
- **Council Members absent**
  - Donald F. Mitchell
- **Staff**
  - Bob Regus, City Administrator
  - Mike Stacy, City Attorney
  - James Drinkard, Asst. City Administrator
  - Lauren Shapiro, City Clerk
  - Kathi Cook, Director of Community and Economic Development
  - Morgan Rodgers, Director of Recreation, Parks & Cultural Services
  - Peter Sewczwicz, Director of Public Works
  - Adam Montgomery, Information Security Manager
  - Michael Woodman, Planning and Development Services Manager
  - Eric Graves, Senior Transportation Engineer/Planner

- James Brooker, Building Official
- Jill Bazinet, Development Services Engineer/Stormwater

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. 2022 Building Safety Month

- Mayor Gilvin presented the 2022 Building Safety Month Proclamation to Building Official, James Brooker, and Director of Community and Economic Development, Kathi Cook.

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 4/18/2022)

- Council Member Hipes offered a motion to approve the Consent Agenda.
  - Council Member DeRito seconded the motion.
  - The motion was approved unanimously (6-0).

VI. PUBLIC HEARING

A. V-22-09 / Kimball 154 Waiting Period Variance

Consideration of a variance to reduce the waiting period for City Council consideration of a public hearing request on the same property from 12 to 6 months. The property is located at 154 Kimball Bridge Road and is legally described as being located in Land Lots 801 & 804, 1st District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve V-22-09 Kimball 154 Waiting Period Variance request for waiting period variance.
- The applicant, KB Venture Partners, LLC, requests a variance to reduce the waiting period for Council consideration of an application for zoning change affecting the same property from one (1) year to six (6) months. City Council took action on a public hearing request for rezoning and variance on the property on October 25, 2021. The subject property is located at 154 Kimball Bridge Road on the east side of Kimball Bridge Road and south of Kimball Place.
- Matt Vyverberg came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.
  - Mayor Pro Tem Merkel offered a motion to approve V-22-09 Kimball 154 Waiting Period Variance request for waiting period variance.
    - Council Member DeRito seconded the motion.
    - The motion was approved unanimously (6-0).

B. PH-22-05 / V-22-06 / Kimball 154 Change of Condition and Variance

Consideration of a change to conditions of zoning and variance in order to allow 2 additional levels of parking deck. A variance is requested to reduce the rear setback from 15' to 5'. The

property is located at 154 Kimball Bridge Road and is legally described as being located in Land Lots 801 & 804, 1st District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Staff is recommending that Mayor and Council approve PH-22-05 / V-22-06 / Kimball 154 Change of Condition and Variance, subject to the following conditions:
    1. The site, consisting of approximately 4.44 acres, shall be zoned O-P (Office-Professional) and developed substantially similar to site plan submitted by Kimley-Horn, revised 3/31/21, except for modifications required to comply with the conditions below. Uses shall be limited to professional office, research and development, and support retail uses and conditional uses listed in the O-P district regulations.
    2. Driveway spacing and impervious area shall be as depicted on the site plan prepared by Kimley-Horn, revised 3/31/21.
    3. Rear building setback for the parking deck shall be 5'.
    4. Minimum parking shall be provided at a rate of 3.79 spaces/1,000 SF of office (gross). The rear parking deck shall be no more than 5 levels and a 2nd level shall be permitted under the front parking podium.
    5. Rear parking deck or northern face of parking deck under the building visible from a public right-of-way shall be screened with evergreen landscape material and clad with a decorative exterior material, with final approval by DRB.
    6. All other conditions of zoning related to file# Z-21-06/V-21-17 Kimball 154 shall remain in effect.
- The applicant, KB Venture Partners, LLC, is requesting a change to previous conditions of zoning and a variance to increase the height of a parking deck from three (3) to five (5) levels. The property was recently approved for a 3-story, 120,000 square feet office building with parking deck and adaptive re-use of the Bailey-Johnson School and Gymnasium buildings. A variance is requested to reduce the rear building setback from fifteen-feet (15') to five-feet (5'). The property is located at 154 Kimball Bridge Road on the east side of Kimball Bridge Road and south of Kimball Place.
- Approval of the variance would allow the applicant to shift the parking deck back ten-feet (10') creating a twenty-foot (20') separation between the office building and parking deck. The shift is related to fire separation requirements, which would allow for a substantial amount of glass and views along the eastern façade of the office building.
- The current proposal would allow for a five (5) level parking deck and a total of 584 parking spaces on the property, or a parking rate of 3.79 spaces/1,000 square feet of office. The previously approved parking variance reduced the parking requirement to 465 parking spaces, or 2.9 spaces/1,000 square feet.
- 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 March 9, 2022. There were no comments.

- Matt Vyverberg came forward to speak on behalf of this application.

City Council Discussion:

- Council Member DeRito asked the applicant about the site lines from the southside of the development.
- Council Member Hipes asked if there would be electric vehicle (EV) charging stations on site.
  - The applicant stated that there would be EV charging stations.
- Mayor Gilvin shared that there is not much room for error on this site in terms of the five foot setback.

Public Comment:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to approve PH-22-05 / V-22-06 / Kimball 154 Change of Condition and Variance, subject to the following conditions:

1. The site, consisting of approximately 4.44 acres, shall be zoned O-P (Office-Professional) and developed substantially similar to site plan submitted by Kimley-Horn, revised 3/31/21, except for modifications required to comply with the conditions below. Uses shall be limited to professional office, research and development, and support retail uses and conditional uses listed in the O-P district regulations.
2. Driveway spacing and impervious area shall be as depicted on the site plan prepared by Kimley-Horn, revised 3/31/21.
3. Rear building setback for the parking deck shall be 5'. No offsite tree clearing shall be made in order to construct a parking deck.
4. Minimum parking shall be provided at a rate of 3.79 spaces/1,000 SF of office (gross). The rear parking deck shall be no more than 5 levels and a 2nd level shall be permitted under the front parking podium.
5. Rear parking deck or northern face of parking deck under the building visible from a public right-of-way shall be screened with evergreen landscape material and clad with a decorative exterior material, with final approval by DRB.
6. All other conditions of zoning related to file# Z-21-06/V-21-17 Kimball 154 shall remain in effect.
   - Council Member Binder seconded the motion.
   - The motion was approved unanimously (6-0).
     - There was discussion during the motion about adding a condition to preserve the trees on the neighboring lot (because of the five-foot setback). Director Cook suggested adding an additional sentence to Condition 3 to preserve offsite trees.

C. Z-22-03 / V-22-02 / Toll Brothers / Kimball Bridge Road

Consideration of a rezoning and variance to allow for 41-lot 'For Sale' single-family detached subdivision on 22.7 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For Sale', Residential) and variances are requested to reduce the front setback on interior roads and reduce the setback along Kimball Bridge Road. The property is located at 0

Kimball Bridge Road and is legally described as being located in Land Lot 93, 1st District, 1st Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- This item was considered at the 4/14/2022 Planning Commission meeting. Staff recommended approval subject to 27 conditions (Vote 4-2). There were several public comments in opposition to the request with the following concerns: larger setback/buffer adjacent to Park Brooke, wetland/wildlife impacts, existing runoff problems, homes should be 3-sided brick, berm adjacent to Park Brooke, interparcel access with Webb properties, and fencing/screening adjacent to Webb property. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and accepting the applicant's requested changes to conditions # 8 and 13.
- Staff is recommending that Mayor and Council approve Z-22-03 / V-22-02 / Toll Brothers / Kimball Bridge Road subject to the following conditions:

    1. The site, consisting of approximately 22.77 acres, shall be zoned R-15 and developed substantially similar to site plan prepared by McFarland-Dyer & Associates, Inc., revised 4/5/2022, except for modifications required to comply with the conditions below. Site plan modifications shall be permitted to allow interparcel access with the properties to the west and northwest, with final approval by Staff. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
    2. Home elevations shall be substantially similar to the submitted elevations, labeled Exhibit A, with final approval by Staff. No more than 50% of homes shall have siding as the primary (more than 50%) material on the front façade. Homes utilizing more than 25% siding on the front façade shall include a covered front porch element that is at least 100 square feet in size and a minimum 6' deep. Homes with garages facing a street shall have carriage style garage doors. Roofing material shall be cedar shake, architectural/dimensional asphalt shingles or metal. Homes shall have 3-sided architecture and materials, except those rear elevations visible from Kimball Bridge Road shall have similar architectural details and materials as the front façade, as approved by Staff.
    3. Minimum 20' decorative landscape strip shall be provided along Kimball Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include decorative knee walls and berms and landscaping shall be a mix of evergreen and deciduous material. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.
    4. A 10' no access easement shall be recorded on the final plat along the road frontage on Buice Road, Kimball Bridge Road, and project entrance road adjacent to Lots 1 and 25.
    5. Minimum 10' landscape strip shall be provided along Buice Road, consisting of trees, shrubs and ground cover, as approved by Staff.

6. Building setbacks shall be 25′ front, 10′ side and 25′ rear, except that lots backing up to Park Brooke shall have a 30′ rear setback. Building setback along Kimball Bridge Road and Buice Road shall be 45′.
7. Project entrance shall include ornamental plantings, as approved by Staff.
8. Minimum 10′ planted buffer, and no access easement, shall be provided along the common property line with Park Brooke and shall be planted with a mix of evergreen trees and shrubs to provide a visual screen, as approved by Staff. Existing trees shall be saved in the buffer where not in conflict with site balancing and utility installation. A 5′ decorative aluminum fence shall be erected in the 10′ planted buffer. Detention facilities shall not encroach on the planted buffer. The Homeowners Association shall be required to maintain the stormwater detention facilities on a scheduled basis.
9. Detention facilities shall be developed with a natural appearance and improved as a neighborhood amenity, as approved by Staff.
10. Developer shall plant street trees in the 6′ planter, as approved by Staff.
11. Pocket park with mail kiosk shall be developed with decorative landscaping, hardscape, pedestrian lighting and on-street parking, as approved by Staff.
12. Developer shall improve Kimball Bridge Road frontage with a minimum 6′ sidewalk, 6′ planter planted with street trees, and decorative pedestrian lighting matching the City's recent improvements, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
13. Developer shall dedicate approximately 5′ of right-of-way on Buice Road frontage.
14. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
15. Unfinished wood fences and decks shall not be visible from Kimball Bridge Road and Buice Road.
16. Developer shall complete remediation measures outlined in the February 7, 2022 notice of violation letter prior to the final site CO.
17. Planting plan shall be implemented substantially similar to the plan prepared by Ironwood, dated 4/6/2022, as approved by Staff.
18. Trees shall be preserved as depicted on the plan prepared by O'Leary Design Group, dated 3/29/2022.
19. Developer shall identify and save additional tree groupings and/or trees of quality outside of required stream buffers, as approved by Staff.
20. All required permits and variances related to the 0.20-acre wetland encroachment shall be approved prior to the issuance of a land disturbance permit.
21. Developer shall be responsible for all costs associated with upgrading the signal to accommodate new development. Traffic signal modification to be complete prior to final plat.

22. Streets less than 24' wide shall be marked "No Parking".
23. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
24. Developer shall provide an eastbound left-turn lane on Kimball Bridge Road at the signalized entrance to the site, as approved by Staff.
25. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from Park Brooke.
26. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
27. As agreed to by the Developer, a fence shall be erected adjacent to the Webb property prior to construction.

- The applicant, Toll Brothers, is requesting a rezoning and variances to allow for the construction of a 41-lot 'For-Sale' single-family detached subdivision on 22.77 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential) and variances are requested to reduce front setbacks on interior streets and reduce setbacks along Kimball Bridge Road and Buice Road. The subject property is located at 0 Kimball Bridge Road at the northeast corner of Kimball Bridge Road and Buice Road.
- The proposed density is 1.80 dwelling units per acre.
- The undeveloped property is wooded and has a small area of stream and wetlands in the northeast corner of the property. Park Brooke subdivision is located to the north and east, Avery Square subdivision and Ocee Park (City of Johns Creek) to the south and unplatted single-family detached lots to the south and west. The Comprehensive Land Use Plan designation of the property is 'Low Density Residential', which allows the proposed zoning district and use.
- Variances are requested to reduce the front yard setback for lots along a new interior street from 35' to 25' and reduce setbacks on lots along Kimball Bridge Road and Buice Road from 65' to 45'.
- The submitted site plan depicts 41 single-family detached lots on 22.77 acres. Access to the property is proposed at the existing signalized intersection at Kimball Bridge Road and Buice Road. Lots are oriented interior to the site along a new internal loop street.
- A 45' setback is proposed along Kimball Bridge Road and Buice Road, lots on the outer edge of the loop street are depicted with 25' front setback, and lots on the inner edge have a 35' front setback. Homes adjacent to Park Brooke have a 30' rear setback.
- A ten-foot (10') landscape strip along Buice Road. Although buffers are not required between residential developments, a tenfoot (10') planted landscape buffer is proposed along the north and east property lines adjacent to Park Brooke.
- The applicant proposes to fill 0.20-acres of wetlands south and east of the stream, as depicted on Lot 15 and the detention lot. The linear configuration of the wetlands is likely the result of the stream being piped.
- The property is wooded and consists primarily of Hardwoods. Tree saves are depicted near the stream buffer in the northeast corner of the property, as well as along Buice

Road.

- There is an existing violation on the property related to the geotechnical investigation of the property in which a temporary access trail was created. Trees, as well as a small wetland area were impacted. The applicant is in compliance with the violation letter, dated February 7, 2022, which required payment of a fine, planting plan to replant 728" of trees, mitigation plan for impacted trees and mitigation plan for impacted wetlands. Whether or not the applicant's zoning proposal is granted, planting and mitigation plans will be required to be implemented.
- The proposed project, consisting of 41 single-family detached homes, would generate approximately 35 AM Peak Hour trips and 45 PM Peak Hour trips.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent, as well as Park Brooke Community Association, Pinewalk Homeowners Association and Avery Square Homeowners Association. The report states that the applicant met with Park Brooke on February 2, 2022, February 15, 2022 and March 31, 2022. The applicant received a letter from the Park Brooke Community Association outlining their concerns. The applicant noted the following concerns and requests from Park Brooke homeowners: surface water runoff, increase building setbacks adjacent to Park Brooke (100' setback with a 50' buffer requested), do not disturb wetland area, relocate detention ponds, fencing and landscaping between the proposed development and Park Brooke, landscaping and tree saves along Kimball Bridge Road, and concern over the applicant requesting smaller lots than the minimum 15,000 square foot lots in the R-15 zoning district.
- The CZIM was held on March 9, 2022. There were questions and comments regarding if the subdivision would be gated, stormwater runoff, traffic, variances, perimeter fencing, wetland impacts, setbacks and detention ponds adjacent to Park Brooke, 100' buffer adjacent to Park Brooke, align Buice Road through the development, flooding, tree removal, and violation.
- Development Services Engineer/Stormwater, Jill Bazinet, came forward to discuss the maintenance ownership in terms of pipes under roadways within a subdivision, runoff rates, and more information about the inspection and certification requirements.
- Director of Public Works, Pete Sewczwicz, came forward to speak on the condition of the pipes and whether they needed to be lined in the future.
- The applicant, Don Rolader, came forward to speak on behalf of this application.

City Council Discussion:

- Mayor Pro Tem Merkel shared that this application was amended for 41 lots instead of the 43 lots (as was originally provided on the agenda for this evening).
- Council Member DeRito shared that he is concerned with the pipes being blocked.
- Mayor Gilvin shared that this application is better than the original plan. Although it may not be where some residents want it, it is better. Also, this product is consistent with the neighboring communities.

Public Comment:

- Judy Webb (11155 Buice Road, Alpharetta, GA 30022)

- Ms. Webb came forward to share her concern that she would like to have an access curb cut onto Buice Road in order to have access to the signal and no construction traffic or staging on Buice Road.

- Franklin Lemond (4645 Park Brooke Trace, Alpharetta, GA 30022)
  - Mr. Lemond came forward to share that he would like to see some sort of berm and fern along the common property line in order to reduce the amount of runoff from lots 10-14 in the back of the development and 16-17 on the right-hand side of the development. Additionally, Mr. Lemond would like for the developer to complete a second hydrology study post development to ensure that what was planned is what was constructed.

- Belinda Kasmersky (3910 Brookline Drive, Alpharetta, GA 30022)
  - Ms. Kasmersky came forward to share that she is concerned with runoff and drainage from building homes 25-35 feet from her property line. Ms. Kasmersky also shared that the applicant submitted a different plan than what was showed to her during a neighborhood meeting and had concerns about the size of the lots (lot size closer to 11,000 square feet instead of 15,000 square feet).

- Taylor Milledge (3365 Rowes Circle, Alpharetta, GA 30009)
  - Ms. Milledge came forward to share her concerns about ecosystems being destroyed because of this project. Additionally, Ms. Milledge shared concerns about tree saves, filling a wetland, local food production and decrease in AG land, the need of a wildlife impact assessment, and the size of the proposed pocket park.

❖ Mayor Pro Tem Merkel offered a motion to approve Z-22-03 / V-22-02 / Toll Brothers / Kimball Bridge Road, subject to the following conditions:

1. The site, consisting of approximately 22.77 acres, shall be zoned R-15 and developed substantially similar to site plan prepared by McFarland-Dyer & Associates, Inc., revised 4/5/2022, except for modifications required to comply with the conditions below. Site plan modifications shall be permitted to allow interparcel access with the properties to the west and northwest, with final approval by Staff. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

2. Home elevations shall be substantially similar to the submitted elevations, labeled Exhibit A, with final approval by Staff. No more than 50% of homes shall have siding as the primary (more than 50%) material on the front façade. Homes utilizing more than 25% siding on the front façade shall include a covered front porch element that is at least 100 square feet in size and a minimum 6′ deep. Homes with garages facing a street shall have carriage style garage doors. Roofing material shall be cedar shake, architectural/dimensional asphalt shingles or metal. Homes shall have 3-sided architecture and materials, except those rear elevations visible from Kimball Bridge Road shall have similar architectural details and materials as the front façade, as approved by Staff.

3. Minimum 20′ decorative landscape strip shall be provided along Kimball Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Landscape strip shall include decorative knee walls and berms and landscaping shall be a mix

of evergreen and deciduous material. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.

4. A 10′ no access easement shall be recorded on the final plat along the road frontage on Buice Road, Kimball Bridge Road, and project entrance road adjacent to Lots 1 and 25.
5. Minimum 10′ landscape strip shall be provided along Buice Road, consisting of trees, shrubs and ground cover, as approved by Staff.
6. Building setbacks shall be 25′ front, 10′ side and 25′ rear, except that lots backing up to Park Brooke shall have a 30′ rear setback. Building setback along Kimball Bridge Road and Buice Road shall be 45′.
7. Project entrance shall include ornamental plantings, as approved by Staff.
8. Minimum 10′ planted buffer, and no access easement, shall be provided along the common property line with Park Brooke and shall be planted with a mix of evergreen trees and shrubs to provide a visual screen, as approved by Staff. Existing trees shall be saved in the buffer where not in conflict with site balancing and utility installation. A 5′ decorative aluminum fence shall be erected in the 10′ planted buffer. Detention facilities shall not encroach on the planted buffer. The Homeowners Association shall be required to maintain the stormwater detention facilities on a scheduled basis.
9. Detention facilities shall be developed with a natural appearance and improved as a neighborhood amenity, as approved by Staff.
10. Developer shall plant street trees in the 6′ planter, as approved by Staff.
11. Pocket park with mail kiosk shall be developed with decorative landscaping, hardscape, pedestrian lighting and on-street parking, as approved by Staff.
12. Developer shall improve Kimball Bridge Road frontage with a minimum 6′ sidewalk, 6′ planter planted with street trees, and decorative pedestrian lighting matching the City's recent improvements, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
13. Developer shall dedicate approximately 5′ of right-of-way on Buice Road frontage.
14. Developer shall remove exotic and invasive trees and shrubs within stream buffers and tree save areas and replant where sparse, as approved by Staff.
15. Unfinished wood fences and decks shall not be visible from Kimball Bridge Road and Buice Road.
16. Developer shall complete remediation measures outlined in the February 7, 2022 notice of violation letter prior to the final site CO.
17. Planting plan shall be implemented substantially similar to the plan prepared by Ironwood, dated 4/6/2022, as approved by Staff.
18. Trees shall be preserved as depicted on the plan prepared by O'Leary Design Group, dated 3/29/2022.
19. Developer shall identify and save additional tree groupings and/or trees of quality outside of required stream buffers, as approved by Staff.

20. All required permits and variances related to the 0.20-acre wetland encroachment shall be approved prior to the issuance of a land disturbance permit.
21. Developer shall be responsible for all costs associated with upgrading the signal to accommodate new development. Traffic signal modification to be complete prior to final plat.
22. Streets less than 24' wide shall be marked "No Parking".
23. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
24. Developer shall provide an eastbound left-turn lane on Kimball Bridge Road at the signalized entrance to the site, as approved by Staff.
25. Utility structures, headwalls, etc. shall be finished with decorative stone, if visible from Park Brooke.
26. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
27. As agreed to by the Developer, a fence shall be erected adjacent to the Webb property prior to construction.
    - Council Member DeRito seconded the motion.
    - Council Member DeRito offered a friendly amendment to add Condition 28. If feasible, and as determined by hydrology study and grading plan, developer shall install a berm, swale, wall, pipe or other means of diverting sheet flow to the detention ponds along the common property line with Park Brooke, as approved by staff.
        - Mayor Pro Tem Merkel accepted the friendly amendment.
    - Council Member Binder offered a friendly amendment to add Condition 29. Applicant shall work with offsite residents in order to make every effort to pipe underground to connect to existing head walls.
        - Mayor Pro Tem Merkel and Council Member DeRito accepted the friend amendment.
    - The motion was approved unanimously (6-0).

D. E-22-01 / 63 South Main Street Parking Special Exception

Consideration of a parking special exception to allow approximately fourteen (14) off-site parking spaces on a nearby property in order to satisfy minimum parking requirements. The property is located at 63 South Main Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered at the 4/14/2022 Planning Commission meeting. Staff recommended approval subject to 4 conditions (Vote 5-1). There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions.
- Staff is recommending that Mayor and Council approve E-22-01 Founders Hall/63

South Main Street Parking Special Exception, subject to the following conditions:

1. Prior to the 1st TCO/CO for the building, developer shall provide a recorded parking agreement allowing for the use of up to 14 off-site parking spaces at 91 South Main Street. Parking agreement shall be reviewed and approved by Staff.
2. Retail and restaurant leases at 63 South Main Street shall require that employees use the off-site parking spaces located at 91 South Main Street.
3. The 14 off-site parking spaces shall be reserved for the applicant's building between the hours of 7:00 AM – 5:00 PM, Monday through Friday.
4. Prior to the 1st TCO/CO, applicant shall dedicate a permanent easement for the Alpha Loop along the north side of the building, as depicted on site plan prepared by Tracy Ward, revised 3/11/2022. Easement shall extend to the west property line and shall allow for necessary construction activities to connect to an off-site alignment of the Alpha Loop.

- The applicant, South Main Development Partners, LLC, is requesting a parking special exception to allow the balance of required parking to be met off-site on a nearby property located at 91 South Main Street. Up to fourteen (14) off-site parking spaces are proposed. The subject property is located at 63 South Main Street.
- The applicant provided a draft parking agreement allowing for the use of up to fourteen (14) parking spaces at 91 South Main Street. The subject property is less than 150' away from 91 South Main Street, which is the Surcheros restaurant currently under construction. The Surcheros property is developed with 50 parking spaces, of which approximately ten (10) parking spaces are required for the use. Sufficient excess parking is available to accommodate the applicant's off-site parking request.
- Staff has reviewed the applicant's request against the review criteria for an exception. The proposed off-site parking is located within close proximity (less than 150' away) to the uses it would serve. On-site parking on smaller downtown parcels is often difficult to accommodate, which is why encouraging shared parking and off-site parking agreements is important to a thriving downtown. Downtowns are walkable, which can take advantage of creative solutions to parking. If approved, a condition is recommended requiring retail and restaurant employees from businesses located at 63 South Main Street to utilize the off-site parking spaces.
- The applicant, Dan Conner (1819 Peachtree Road NE, Suite 575, Atlanta, GA 30309) came forward to speak on behalf of this application.

City Council Discussion:

- Mayor Gilvin suggested that staff look at dollar amount previously quoted for Parking In Lieu fees.
- Council Member Binder asked what would happen if a parking contract between South Main and Surcheros were not to be renewed and shared his concerned about loading and unloading zones on major streets in the downtown.
    - City Attorney, Mike Stacy, shared that this parking agreement would likely be an easement that runs with the land and there would need to be provision about the parking agreement remaining in place if Surcheros were to sell their

property.

Public Comment:

- There were no public comments.

❖ Mayor Pro Tem Merkel offered a motion to deny E-22-01 Founders Hall/63 South Main Street Parking Special Exception.

  - Council Member Binder seconded the motion.
  - The motion was approved unanimously (6-0).

E. CLUP-21-06 / Z-21-10 / PH-21-20 / V-22-04 / Alcovy Haynes Bridge Road + Jon Scott Drive

Consideration of a comprehensive land use plan amendment, rezoning, public hearing, and variance to allow 10 'For-Sale' single-family detached homes, 4 'For-Sale' semi-detached units, and 5 'For-Sale' townhome units on 2.84 acres. A comprehensive land use plan amendment is requested on a portion of the property from 'Medium Density Residential' to 'Downtown Residential Density' and a rezoning is requested from C-2 (General Commercial) and R-12 (Dwelling, 'For-Sale', Residential) to DT-R (Downtown Residential). A public hearing is requested to bring the Haynes Bridge Road property into the Downtown Overlay. Variances are requested to reduce an undisturbed buffer and modify streetscape standards. The property is located at 0 Haynes Bridge Road and 340/350/360 Jon Scott Drive and is legally described as being located in Land Lots 696 & 747, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- This item was considered at the 4/14/2022 Planning Commission meeting. Staff recommended approval subject to 26 conditions (Vote 6-0). There were public comments in opposition to the request with the following concerns: density, single-family detached only, everyone in Alpha Park not notified, not supposed to be a piecemeal approach to redevelopment, stormwater runoff and existing sewer problems. After discussion, Planning Commission recommended approval subject to staff's recommended conditions.
- Staff is recommending that Mayor and Council approve CLUP-21-06 / Z-21-10 / PH-21-20 / V-22-04 / Alcovy Haynes Bridge Road + Jon Scott Drive, subject to the following conditions:

  1. Approximately 2.84 acres shall be zoned DT-R and developed substantially similar to site plan prepared by Engineering 303, dated 3/18/2022, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
  2. Architecture and materials shall be developed substantially similar to the renderings prepared by Lew Oliver, labeled Exhibit A, subject to final approval by the Downtown Consultant and DRB. Single-family detached homes, semi-detached and townhomes shall have 4-sided architecture, materials and details.
  3. Density shall not exceed 6.7 dwelling units per acre and shall be limited to 'For-Sale' single-family detached, semi-detached and townhomes, with at least 10 single-

family detached homes and no more than 5 townhome units, as depicted on the site plan prepared by Engineering 303, dated 3/18/2022.

4. Developer shall provide a Downtown focal point feature at the southwest corner of Haynes Bridge Road and Devore Road, with final approval by the Cultural Arts Commission and installation prior to the 1st CO. Alcovy Estates HOA shall be responsible for regular maintenance of the focal point feature.

5. Developer shall provide decorative entrance landscaping (ornamental tree, shrubs and flowering planting bed) at the southeast and southwest corners of Devore Road and Jon Scott Drive, as approved by Staff. Alcovy Estates HOA shall be responsible for regular maintenance of the entrance landscaping.

6. Location of development signage shall be limited to the project entrance on Jon Scott Drive.

7. A minimum 20′ planted buffer shall be provided along the south property line as depicted on the site plan prepared by Engineering 303, dated 3/18/2022, and planted with a mix of evergreen trees and shrubs. Existing trees within the buffer identified to be in Good condition shall be saved, as approved by Staff. Property owner acknowledges that development of the commercial property to the south shall not require a buffer adjacent to the subject property.

8. New internal street and alleys shall be constructed as depicted on the site plan prepared by Engineering 303, dated 3/18/2022, with final approval by Staff.

9. Developer shall improve the Jon Scott Drive streetscape as follows: minimum 6′ planter planted with street trees, 6′ concrete sidewalk, and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.

10. Developer shall improve the Devore Road streetscape as follows: minimum 4′ planter (existing 2′ planter to be expanded by 2′ into the existing sidewalk with tree grate to accommodate street trees) planted with street trees, 8′ concrete sidewalk (Alpha Loop), and decorative pedestrian lighting, with final approval by Staff and construction completed prior to the 1st CO. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Alpha Loop improvements constructed by the developer exceeding the Downtown sidewalk requirements shall be eligible for impact fee credits, as approved by Staff.

11. Developer shall construct a 12′ concrete, accessible multi-use trail (Alpha Loop) through the Haynes Bridge Road right-of-way as depicted on site plan prepared by Engineering 303, dated 3/18/2022, with final alignment, design and materials as approved by Staff and construction completed prior to the 1st CO. Alpha Loop shall include lighting (pedestrian and bollards), landscaping, hardscape and amenities. Wayfinding signage shall be provided at key location(s) along the Alpha Loop, as approved by Staff. Alpha Loop improvements constructed by the developer in excess of Downtown sidewalk requirements shall be eligible for impact fee credits, as approved by Staff.

12. Developer shall provide an enhanced Alpha Loop crossing at Devore Road and Jon

Scott Drive, including pedestrian ramps, pavement markings, signage and rapid flashing beacons, as approved by Staff.

13. Developer shall remove the existing sidewalk along Haynes Bridge Road. The planter along Haynes Bridge Road (area between the road and Alpha Loop) shall be planted with street trees and shrubs, as approved by Staff.

14. Landscape strips along Haynes Bridge Road, Devore Road and Jon Scott Drive shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff. 15. Project entrance shall include a decorative paver apron, landscaping and low wall.

15. Project entrance shall include a decorative paver apron, landscaping and low wall.

16. Front yards shall be framed with a decorative low wall, metal fencing or hedge with columns, as approved by Staff.

17. Amenity areas shall be developed with a park-like setting with decorative landscaping, hardscape, low walls and seating, as approved by Staff.

18. Creeping vines shall be planted to cover retaining walls and low walls, as approved by Staff.

19. Tree save areas shall be saved as depicted on the landscape plan prepared by Frawley Associates, LLC, dated 4/6/2022, with final approval by Staff. Tree grouping of Oaks and Magnolias located at the southeast corner of Devore Road and Jon Scott Drive shall be saved, as approved by Staff. Tree save areas shall be thinned out, cleaned up and re-planted, as approved by Staff.

20. Minimum 10' planted buffer planted with evergreen trees and shrubs of varying heights shall be provided where the property abuts 370 and 380 Jon Scott Drive, as approved by Staff.

21. Fences and walls visible from the public right-of-way shall be decorative and shall compliment the architecture of the dwelling, as approved by Staff.

22. Unfinished wood fences and decks shall not be visible from the street.

23. HVAC and similar equipment shall not be visible from the public right-of-way.

24. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.

25. Garbage pickup shall be from within the development.

26. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- The applicant, Alcovy, is requesting a comprehensive land use plan amendment, rezoning and variance to allow for the construction of ten (10) 'For-Sale' single-family detached homes, four (4) 'For-Sale' semi-detached units and five (5) 'For-Sale' townhomes on 2.84 acres in the Downtown. A comprehensive land use plan amendment is requested to change the future land use designation from Medium Density Residential to Downtown Residential Density, as well as a request to bring the Haynes Bridge Road property into the Downtown Overlay. A rezoning is requested

from C-2 (General Commercial) and R-12 (Dwelling, 'For-Sale', Residential) to DT-R (Downtown Mixed-Use) and variances are requested to reduce an undisturbed buffer and modify streetscape standards. The subject property is located at 340, 350, and 360 Jon Scott Drive and 0 Haynes bridge Road at the southwest corner of Haynes Bridge Road and Devore Road.

- The property with frontage on Haynes Bridge Road is undeveloped and the three (3) lots on Jon Scott Drive are developed with single-family detached homes.
- The submitted site plan depicts 19 residential units, of which ten (10) are single-family detached homes, four (4) semi-detached units and five (5) townhome units. Dwelling units are two (2) and three (3) stories. The average lot size of the single-family detached lots is 5,393 square feet, 3,038 square feet for semi-detached units and 2,979 square feet for townhome units. Access to the development is from Jon Scott Drive by way of a new private street connecting to private alleys. A ten-foot (10') setback/landscape strip is depicted on Jon Scott Drive, Devore Road, and new internal street and a twenty-foot (20') setback/landscape strip is provided along Haynes Bridge Road. The Alpha Loop is depicted along Haynes Bridge Road and Devore Road, as well as a crossing at Jon Scott Drive and Devore. A six-foot (6') sidewalk is depicted along Jon Scott Drive.
- The Comprehensive Land Use Plan designation of the property is 'Medium Density Residential' (Haynes Bridge Road property) and 'Low Density Residential' (Jon Scott Drive properties). When the applicant's public hearing request was submitted, Alpha Park was designated 'Downtown Residential Density'. The future land use designation of Alpha Park was changed back to 'Low Density Residential' with the adoption of the Horizon 2040 Comprehensive Plan in October 2021.
- Staff estimates that the proposed ten (10) single-family detached homes, four (4) semidetached units and five (5) townhome units would generate eleven (11) AM Peak Hour trips and fifteen (15) PM Peak Hour trips.
- Application of the 50' undisturbed buffer requirement would discourage residential development of the Haynes Bridge Road property, which would have less impact on existing homes in Alpha Park. If approved, a condition is recommended absolving the property to the south from buffer requirements if developed with a non-residential development.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent, as well as notification of applicant-sponsored public participation meetings on February 7, 2022 and February 28, 2022. The report states that public feedback was received, which included support for the proposed development, questions regarding the size of homes, and concerns over stormwater runoff, traffic and tree removal.
- CZIM was held on February 9, 2022. There were several public comments with a few in favor and several in opposition with concerns over increased property taxes, density, attached product (should be detached homes only), impacts to tree canopy, traffic, redevelopment of Alpha Park (development should be limited to Haynes Bridge property), and lack of greenspace. There were also questions about price point and unit size, next steps, whether the plan meets the fire marshal's requirements, build-out

timeline, and whether Devore Road would be repaved and width increased for bike lanes.

- Ethan Underwood (178 South Main Street, Suite 310, Alpharetta, GA 30009) and Lew Oliver came forward to speak on behalf of this application.

Public Comment:

- There were no public comments.

- Mayor Pro Tem Merkel offered a motion to approve CLUP-21-06 / Z-21-10 / PH-21-20 / V-22-04 / Alcovy Haynes Bridge Road + Jon Scott Drive, subject to the following conditions:

  1. Approximately 2.84 acres shall be zoned DT-R and developed substantially similar to site plan prepared by Engineering 303, dated 3/18/2022, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
  2. Architecture and materials shall be developed substantially similar to the renderings prepared by Lew Oliver, labeled Exhibit A, subject to final approval by the Downtown Consultant and DRB. Single-family detached homes, semi-detached and townhomes shall have 4-sided architecture, materials and details.
  3. Density shall not exceed 6.7 dwelling units per acre and shall be limited to 'For-Sale' single-family detached, semi-detached and townhomes, with at least 10 single-family detached homes and no more than 5 townhome units, as depicted on the site plan prepared by Engineering 303, dated 3/18/2022.
  4. Developer shall provide a Downtown focal point feature at the southwest corner of Haynes Bridge Road and Devore Road, with final approval by the Cultural Arts Commission and installation prior to the 1st CO. Alcovy Estates HOA shall be responsible for regular maintenance of the focal point feature.
  5. Developer shall provide decorative entrance landscaping (ornamental tree, shrubs and flowering planting bed) at the southeast and southwest corners of Devore Road and Jon Scott Drive, as approved by Staff. Alcovy Estates HOA shall be responsible for regular maintenance of the entrance landscaping.
  6. Location of development signage shall be limited to the project entrance on Jon Scott Drive.
  7. A minimum 20' planted buffer shall be provided along the south property line as depicted on the site plan prepared by Engineering 303, dated 3/18/2022, and planted with a mix of evergreen trees and shrubs. Existing trees within the buffer identified to be in Good condition shall be saved, as approved by Staff. Property owner acknowledges that development of the commercial property to the south shall not require a buffer adjacent to the subject property.
  8. New internal street and alleys shall be constructed as depicted on the site plan prepared by Engineering 303, dated 3/18/2022, with final approval by Staff.
  9. Developer shall improve the Jon Scott Drive streetscape as follows: minimum 6' planter planted with street trees, 6' concrete sidewalk, and decorative pedestrian

lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs.

10. Developer shall improve the Devore Road streetscape as follows: minimum 4' planter (existing 2' planter to be expanded by 2' into the existing sidewalk with tree grate to accommodate street trees) planted with street trees, 8' concrete sidewalk (Alpha Loop), and decorative pedestrian lighting, with final approval by Staff and construction completed prior to the 1st CO. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Alpha Loop improvements constructed by the developer exceeding the Downtown sidewalk requirements shall be eligible for impact fee credits, as approved by Staff.

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12. Developer shall provide an enhanced Alpha Loop crossing at Devore Road and Jon Scott Drive, including pedestrian ramps, pavement markings, signage and rapid flashing beacons, as approved by Staff.

13. Developer shall remove the existing sidewalk along Haynes Bridge Road. The planter along Haynes Bridge Road (area between the road and Alpha Loop) shall be planted with street trees and shrubs, as approved by Staff.

14. Landscape strips along Haynes Bridge Road, Devore Road and Jon Scott Drive shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff. 15. Project entrance shall include a decorative paver apron, landscaping and low wall.

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17. Amenity areas shall be developed with a park-like setting with decorative landscaping, hardscape, low walls and seating, as approved by Staff.

18. Creeping vines shall be planted to cover retaining walls and low walls, as approved by Staff.

19. Tree save areas shall be saved as depicted on the landscape plan prepared by Frawley Associates, LLC, dated 4/6/2022, with final approval by Staff. Tree grouping of Oaks and Magnolias located at the southeast corner of Devore Road and Jon Scott Drive shall be saved, as approved by Staff. Tree save areas shall be

thinned out, cleaned up and re-planted, as approved by Staff.

20. Minimum 10' planted buffer planted with evergreen trees and shrubs of varying heights shall be provided where the property abuts 370 and 380 Jon Scott Drive, as approved by Staff.
21. Fences and walls visible from the public right-of-way shall be decorative and shall compliment the architecture of the dwelling, as approved by Staff.
22. Unfinished wood fences and decks shall not be visible from the street.
23. HVAC and similar equipment shall not be visible from the public right-of-way.
24. Fire access shall meet IFC 2018 Appendix D and Fire Hydrants.
25. Garbage pickup shall be from within the development.
26. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.

- Council Member Binder seconded the motion.
- The motion was approved unanimously (6-0).

F. The Code of the City of Alpharetta, Georgia Text Amendments – City Parks Rules and Regulations and Designation of the AlphaLoop as a City Park

First Reading

Sponsors: Council Member Hipes, Mayor Gilvin

An ordinance to amend Article I, Chapter 32 of the Code of Ordinances of the City of Alpharetta, Georgia; to amend the rules and regulations for parks owned and operated by the City; to designate the AlphaLoop as a City park; to repeal conflicting ordinances; and for other purposes.

- Assistant City Administrator, James Drinkard, came forward to present this item.
- The primary purpose of the recommended ordinance is to designate the AlphaLoop as a City park so that the rules commonly applicable in our parks are applicable. Secondarily, the amendment updates the Park Rules, last updated in 1991, to more specifically address current needs such as the need to regulate the use of motorized vehicles on paths and trails.
- City Attorney, Mike Stacy, read the ordinance title aloud.

Public Comment:

- There were no public comments.

❖ Council Member Hipes offered a motion to approve an ordinance to amend Article I, Chapter 32 of the Code of Ordinances of the City of Alpharetta, Georgia; to amend the rules and regulations for parks owned and operated by the City; to designate the AlphaLoop as a City park; to repeal conflicting ordinances; and for other purposes.

- Council Member DeRito seconded the motion.
- The motion was approved unanimously (6-0).

VII. BOARDS & COMMISSIONS APPOINTMENTS

A. Historic Preservation Commission Appointment – Nate "Shack" Lewis

- Council Member DeRito announced his appointment of Nate "Shack" Lewis to serve as a member of the Historic Preservation Commission.

VIII. NEW BUSINESS

A. 2008 Reserve Fire Engine Sale to Lanier Technical College

- City Administrator, Bob Regus, came forward to present this item.
- Staff is recommending that Mayor and Council approve
- The new Fire Science Technology program at Lanier Technical College is conducted in cooperation with the Georgia Fire Academy and Georgia Firefighter Standards and Training to ensure graduates have the skills, knowledge, and credentials to serve as firefighters in paid and volunteer fire departments. Students vary from high school aged to adults who are looking to join or advance in the fire service.
- With the assistance of the Finance Department, we pulled three comps. The closet comp was the same model but with more miles. That unit sold for $34,500 and we felt that our 2008 Pierce Velocity Fire Engine (with 104,000 miles) we had to offer was in a little bit better shape. We offered the selling price of $35,000.00 and Lanier Tech accepted.

Public Comment:

- There were no public comments.
- Council Member Will offered a motion to approve the sale of a 2008 reserve fire engine to Lanier Technical College in the amount of $35,000.00.
  - Council Member Hipes seconded the motion.
  - The motion was approved unanimously (5-0-1; as Council Member Binder was not present in Council Chambers during the vote of this item).

IX. WORKSHOP

A. North Point Parkway Streetscape Project

- Tom Ziegler from Columbia Engineering came forward to present this item.
- Currently, there are two proposals: a four lane ($23-28M) and a six lane ($35-40M) alternative in the North Point Corridor; Columbia Engineering recommends the four lane alternative ("Lane Diet").
- Considerations for 4 lane versus 6 lane: cost, right of way needed, landscaping, utilities, etc.

City Council Discussion:

- Council Member DeRito shared that he is concerned about traffic if this area will soon be redeveloped and determining if this project would be completed before or after the redevelopment of the North Point area (which could tear up that area).
- Council Member Hipes asked if potential roundabouts were considered or evaluated for

specific intersections.

- Council Member Binder shared that he would like to see more public involvement (key stakeholders) as it relates to a lane diet.
- Mayor Gilvin suggested that the team at Columbia Engineering along with Director Cook and the Community Development team meet with Council Members DeRito and Will to bring them up to speed on this project and then to present again at a future City Council workshop.

X. PUBLIC COMMENT

- There were no public comments.

XI. REPORTS

- There were no reports.

XII. ADJOURNMENT TO EXECUTIVE SESSION

- Council Member Hipes offered a motion to adjourn to executive session.
  - Council Member Binder seconded the motion.
  - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 11:17 p.m.

Respectfully submitted,

Lauren Shapiro

Lauren Shapiro, City Clerk

STAFF REPORT

Submitting Department: Administration
Submitted By: Lauren Shapiro
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: RESOLUTION - APPOINTMENT OF CITY ATTORNEYS
A RESOLUTION OF THE MAYOR AND CITY COUNCIL TO APPOINT JARRARD & DAVIS, LLP AS CITY ATTORNEYS

II. RECOMMENDATION:

Adopt a Resolution of the Mayor and City Council of the City of Alpharetta, Georgia to Appoint Jarrard & Davis, LLP as City Attorneys.

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution Appointing JD as City Attorneys

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO APPOINT JARRARD & DAVIS, LLP AS CITY ATTORNEYS

NOW THEREFORE, BE IT RESOLVED by the City of Alpharetta that this Resolution reflects the agreement of the City of Alpharetta that, effective May 2, 2022, Jarrard & Davis, LLP ("J&D") is hereby appointed to serve as City Attorneys under the following terms and conditions:

1. **Designated Areas of Responsibility**

J&D shall be responsible for the general legal representation of the City of Alpharetta and all of its agencies, employees, elected officials, and departments irrespective of the nature or type of legal matter involved, and specifically including but not limited to, matters of litigation, property acquisition, zoning, contract review and negotiation, and general counsel and advice. (The "Representation").

2. **Rate of Fees**

The Representation as defined above shall be provided at the billable rates set forth in the Schedule of Hourly Rates attached hereto as Exhibit A.

3. **Billing Methodology**

A copy of J&D's Statement of Client Policies and Electronic Research and Billing Policy are attached hereto as Exhibit B.

4. **Conflict Counsel**

In the event that J&D is presented with a legal conflict on a certain matter for which J&D has responsibility, and no waiver of conflict is secured, the City Council, upon becoming apprised of such conflict by J&D, shall appoint different counsel to handle the matter in resolution of the conflict.

J&D is authorized to provide a recommendation regarding selection of conflict counsel and, absent unusual circumstances, conflict counsel shall charge a rate that is the same as set forth in paragraph 2.

5. Expenses

Expenses incurred such as computerized research, postage, copying, transcripts, court reporters, expert witness fees, and other out-of-pocket expenses shall be billed directly to the City.

6. Termination

This appointment may be terminated at any time, with or without cause, upon a vote of the City of Alpharetta City Council in open session to so terminate. If an attorney or firm is otherwise serving as City Attorney to Alpharetta at the time of this Resolution, said attorney or firm's retention is hereby terminated.

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Dan Merkel

_____
Council Member Donald F. Mitchell

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

_____
Council Member Brian Will

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Jason Binder

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

EXHIBIT A

SCHEDULE OF HOURLY RATES

Partner Rates:

Founding Partners (Ken Jarrard & Angela Davis)	$275.00 /hour
Partners and of Counsel	$250.00 /hour

Associate Rates:

Tier 1 Associate	$200.00 /hour
Tier 2 Associate	$215.00 /hour
Tier 3 Associate	$225.00 /hour
Tier 4 Associate	$240.00 /hour

Paralegal Rates:

Paralegal	$150.00 /hour

EXHIBIT B

STATEMENT OF CLIENT POLICIES

Our Firm's standard policies provide for billing for our legal services on a monthly basis. Our invoices include a description of the services performed by attorneys or paralegals on a legal project. Also, we include a list of out-of-pockets expenses, which may include copying, online research, postage, filing fees, and other costs. Jarrard & Davis, LLP bills in 1/10 of an hour increments. Thus, 0-6 minutes of attorney or paralegal time is billed as a .1, 6:01 – 12 minutes is billed as a .2 and so forth.

Payment of an invoice is due within thirty (30) days from receipt by a client. We reserve the right to impose an interest charge at a rate of one and one-half percent (1½ %) per month on the outstanding balance of an account. We encourage our clients to contact us if they have any questions regarding an invoice or the performance of our legal services.

Our fees for legal services are based on the amount of time expended by an attorney or paralegal on a project, to include travel time. Where possible, we attempt to have a matter addressed by an attorney or paralegal at the lowest possible billing rate, keeping in mind the risk level and complexity of an assignment.

In the case of a new client or a special project (which may include such matters as large corporate transactions, litigation or arbitration, or projects which require immediate attention), we may request an advance or special retainer. Also, in these cases, we may arrange with our client an alternate arrangement for payment, such as at the closing of a transaction.

We look forward to working with your company and encourage you to contact us if you have any questions regarding these policies.

ELECTRONIC RESEARCH BILLING POLICY

Jarrard & Davis, LLP currently uses Westlaw/WestlawNext as its electronic research provider. Westlaw/WestlawNext is a subscription-based service that requires payment of a fixed monthly rate that is based upon the number of users and the scope of services used. Our monthly cost for the subscription to this service is allocated to each Client/matter based on the number of transactions and the source database used for the research. Additional costs for research performed outside of our monthly subscription plan are charged to the related Client/matter. Jarrard & Davis, LLP tries to limit "out of plan" research outside whenever possible, and resorts to "out of plan" research only if such research is determined to be in the best interest of the client. No additional charges are added to the allocated research fee. Jarrard & Davis, LLP only bills the cost of our monthly electronic research fee, based on the method described above, less any "firm" or "in-house" research. Any research for in-house or "firm" related matters are not allocated to our clients.

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By: There are no direct fiscal impacts associated with the adoption of the recommended ordinance amendment.
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: THE CODE OF THE CITY OF ALPHARETTA, GEORGIA TEXT AMENDMENTS - CITY PARKS RULES AND REGULATIONS AND DESIGNATION OF THE ALPHALOOP AS A CITY PARK
SECOND READING
AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND THE RULES AND REGULATIONS FOR PARKS OWNED AND OPERATED BY THE CITY; TO DESIGNATE THE ALPHALOOP AS A CITY PARK; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES
SPONSORS: COUNCIL MEMBER HIPES, MAYOR GILVIN

II. RECOMMENDATION:

Approve, as presented, the first reading of an Ordinance to Amend Article I, Chapter 32 of the Code Of Ordinances of the City of Alpharetta, Georgia; to amend the Rules And Regulations For Parks owned and operated by the City; to Designate the AlphaLoop as a City Park; to repeal conflicting ordinances; and for other purposes.

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: $0.00
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The primary purpose of the recommended ordinance is to designate the AlphaLoop as a City park so that the rules commonly applicable in our parks are applicable. Secondarily, the amendment updates the Park Rules, last updated in 1991, to more specifically address current needs such as the need to regulate the use of motorized vehicles on paths and trails.

The first reading of the proposed ordinance amendment was heard and approved by City Council on April 25, 2022.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Ordinance

AN ORDINANCE TO AMEND ARTICLE 1, CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND THE RULES AND REGULATIONS FOR PARKS OWNED AND OPERATED BY THE CITY; TO DESIGNATE THE ALPHALOOP AS A CITY PARK; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta (the "City") adopted the Code of Ordinances of the City of Alpharetta, Georgia, which has subsequently been amended from time to time (the "Code of Ordinances"); 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 Code of Ordinances was designed to be amended from time to time when circumstances warrant that modifications be made in order to make said Codes more responsive to community needs; and

WHEREAS, the Mayor and City Council desires to amend Article 1, Chapter 32 of the Code of Ordinances for the foregoing purposes; and

WHEREAS, the Mayor and Council finds that the following amendments to the Code of Ordinances promote the health, safety, morals, convenience, order, prosperity and general welfare of the present and future inhabitants of the City of Alpharetta;

NOW, THEREFORE, the Mayor and City Council of the City of Alpharetta, Georgia hereby ordain as follows:

Section 1: Article 1, Chapter 32 of the Code of Ordinances is hereby amended by striking Section 32-4 in its entirety and replacing with the following:

Sec. 32-4. Rules and regulations for parks owned and operated by City.

(a) *Adopted.* There shall be a set of rules and regulations developed to set standards of conduct in the parks and recreational facilities owned or operated by the City of Alpharetta. These rules shall be designed to assure the safety and enjoyment of park participants.

1. No person shall serve, consume, or transport in open containers any alcoholic beverage within a City park or recreation facility except in designated event venues during City sponsored events. For purposes of this section, the Department of Recreation, Parks, and Cultural Services shall define “event venue” for each such event.
2. It shall be unlawful for any person to use tobacco products within a City park. Examples of tobacco products include, but are not limited to, cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.
3. No person shall operate a motorized vehicle of any kind or nature in or on a City park, bicycle path, trail, or any other area owned or operated by the City for recreational purposes.
    a. This section does not prohibit persons with disabilities from using a motorized wheelchair, as an auxiliary aid, in a City park or on a bicycle path, or any other area owned or operated by the City for recreational purposes.

b. This section does not prohibit the use of motorized vehicles for maintenance purposes or motorized vehicles using marked roads, driveways, or parking areas.

c. The use of golf carts, ATVs, LSVs and PTVs, motorized scooters, motorized skateboards, class 3 electric bicycles, hover boards, and similar devices is prohibited on the Greenway, AlphaLoop, or any other trail.

4. The use of bicycles on sidewalks and trails is prohibited within City parks, except as follows:

   a. Bicycles, including Class 1 and 2 electric bicycles, may be used at a maximum speed of fifteen (15) miles per hour on the Greenway, AlphaLoop, marked roads, driveways, or parking areas.

   b. Children under the age of six (6) may use bikes with training wheels on park trails, when accompanied by an adult.

5. The use of skateboards is prohibited in City parks except on the Greenway, AlphaLoop, and in areas expressly designated for the use of skateboards.

   a. Designated areas will be posted with proper signage.

6. Park hours are set according to park categories and are posted at each park. Park categories and a listing of all park hours can be found on the City of Alpharetta's website. Park categories and their respective park hours are also provided below:

   a. Active Parks: 5:00 a.m. to 11:00 p.m.

   b. Greenway, Greenway Access Parks, and the AlphaLoop: Dawn to Dusk

   c. Neighborhood Parks: Dawn to Dusk

   d. Downtown Parks: Dawn to Midnight

7. Littering, vandalism, and the damage or removal of City property is prohibited.

8. All pets must be on-leash and under physical control at all times, except at designated off-leash areas. Additionally, park guests must adhere to the following:

   a. No pets or animals are allowed on athletic fields;

   b. Animals are prohibited inside buildings, in City swimming areas, the areas inside fencing around pools, and in concession and restroom facilities at swimming pools;

   c. This section does not prohibit persons with disabilities from bringing service animals as defined under the Americans with Disabilities Act (ADA) into any such areas or into any City park or area owned or operated by the City for recreational purposes; and

   d. Pet waste must be picked up and disposed of properly in designated pet waste containers.

9. All organized programs and activities must be approved by the City.

   a. Organized assemblies or groups of twenty-five (25) or more persons are prohibited, unless approved by prior issuance of a permit by the Director of Recreation, Parks, and Cultural Services.

   b. When using an athletic field, a group of ten (10) or more persons and private instruction require prior issuance of a permit by the Director of Recreation, Parks, and Cultural Services.

10. It shall be unlawful for any person to build or maintain a fire in any park, except in City-provided pavilion grills.
11. The following are prohibited, except by permit issued by the City:
    a. Hunting;
    b. Camping, urban camping, and/or tents;
    c. Open fires, fireworks, and/or explosives;
    d. Golf;
    e. Archery;
    f. Soliciting, vending, peddling, or selling;
    g. Cutting of trees, shrubs, or other plantings;
    h. Removal or attachments of any kind to trees, plants, or structures;
    i. Public address systems, loudspeakers, or amplifying devices;
    j. Overnight parking;
    k. Drones, unmanned aerial vehicles, rockets, or model aircraft;
    l. Inflatables;
    m. Petting zoos;
    n. Metal detecting; or
    o. Construction of any structure (temporary or permanent)
12. Disorderly conduct is not permitted in any City park or any other area owned or operated by the City for recreation purposes. For purposes of Code Section 32-4, disorderly conduct includes any conduct or behavior tending to a breach of the public peace, such as, but not limited to:
    a. Engaging in fighting or threatening, violent or tumultuous behavior;
    b. Jostling or roughly crowding persons unnecessarily;
    c. Creating a hazardous condition by any act which serves no legitimate purpose;
    d. Causing or risking public inconvenience, annoyance or alarm; or
    e. Making an obscene communication or display.

(b) *Greenway and AlphaLoop Designated Parks.* For all purposes of Code Section 32-4, the City of Alpharetta Greenway system and the AlphaLoop shall be deemed as a park.

(c) *Enforcement.*

1. All City law enforcement officers, City officials, and other City officers are authorized, empowered, and directed to enforce compliance with this section.
2. Nothing in this section shall prevent the enforcement of City and county ordinances and regulations or state statutes or codes in any park or recreation facility owned or operated by the City.
3. Any person who violates any provision of this article shall be guilty of a misdemeanor and, upon conviction, shall be fined according to the penalties described in section 1-8, or

sentenced to labor under City supervision on the streets, sidewalks, parks or other public works for a period not to exceed 45 days.

(d) *Public notification.*

1. The Director of Recreation, Parks, and Cultural Services shall reproduce the rules in a format suitable for public distribution. Such copies of the park rules and regulations shall be available to the public at all city recreation buildings and other city locations, as deemed necessary by the Director of Recreation, Parks, and Cultural Services.
2. The Director of Public Works shall have the rules and regulations reproduced on all-weather signs and shall post the signs in the City's parks. Locations of such signs shall be determined by the Director of Recreation, Parks, and Cultural Services and shall be placed in plain public view.

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

Section 3 of Amendment. This Ordinance amendment shall be effective immediately upon adoption and shall become part of the Code of the City of Alpharetta, Georgia.

Adopted this _____ day of _____, 2022.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ORDINANCE AMENDING ARTICLE 1, CHAPTER 32]

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Mayor Pro Tem Merkel

_____
Council Member Donald F. Mitchell

_____
Council Member Brian Will

_____
Council Member Douglas J. DeRito

_____
Council Member John Hipes

_____
Council Member Jason Binder

(SEAL)

Attest:

_____
Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

_____

Mike Stacy, City Attorney

STAFF REPORT

Submitting Department: Public Works
Submitted By:
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: MEMORANDUM OF UNDERSTANDING - DAVIS DRIVE

II. RECOMMENDATION:

Please approve the memorandum of understanding between Fulton County, North Fulton Community Improvement District , and the City of Alpharetta for the installation of water and sewer utilities in association with the Davis Drive Project and authorize the Mayor to execute all necessary documents.

III. REPORT IN BRIEF:

The North Fultom Community Improvement District (NFCID) working alongside Fulton County Water and Sewer, included water and sewer lines in association of the Davis Drive Extension Project. Davis Drive currently ends at a cul-de-sac and when completed, Davis Drive will be extended to the intersection of Westside Parkway and Santuary Parking.

NFCID has completed the necessary design and is currently under construction. The construction does include the installation of water and sewer lines along Davis Drive. The County is paying for all components associated with the water and sewer lines. However, the County is not permitted to contract directly with the NFCID; however, the County can contract with the City. Hence, the need for the three-party Memorandum of Understanding (MOU).

Consultants working alongside NFCID will be managing and inspecting the construction of the project. The cost of the water and sewer line installation is $364,487.50 and was a component of the low bid associated with the Davis Drive Project. When components of the water and sewer lines are installed, approved, and a request for payment is submitted, NFCID will approve the request and submit an invoice to the City. The City will reimburse the NFCID for the utility work and will submit an invoice to Fulton County for reimbursement. When working on past projects with the County, the City and the County would only enter into a MOU. Given that the NFCID is handling all aspects of the construction of Davis Drive, including hiring and paying the contractor, a third party needed to be addede to the MOU.

Working alongside the attorney for the NFCID and Fulton County, the City's attorney drafted the attached MOU. Fulton County has approved the MOU and once the City executes their portion of the MOU will be signed by the appropriate individuals within the NFCID.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Davis Drive - Fulton County Water Sewer Unified Agreement (Final)

AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, CITY OF ALPHARETTA, GEORGIA, AND NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR CONSTRUCTION OF APPROXIMATE 1650 LF WATERLINE AT DAVIS DRIVE FROM MANSELL ROAD TO WESTSIDE PARKWAY

THIS AGREEMENT (the "Agreement") is entered into by and between **FULTON COUNTY GEORGIA** ("COUNTY"), a political subdivision of the State of Georgia; the **CITY OF ALPHARETTA, GEORGIA** (hereinafter "CITY"), a municipality of the State of Georgia; and the **NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT** (the "CID"). The County, City, and CID are referred to herein each as a "Party" and collectively as the "Parties." This Agreement is effective on the date fully executed by the Parties.

WHEREAS, the Parties desire for certain improvements to Davis Drive to be constructed in accordance with plans entitled "Davis Drive Extension and Multimodal Improvements Mansell Road to Westside Parkway" prepared by AECOM and dated March 22, 2021 and incorporated herein by reference (such improvements referred to as the "Project"), and which Project shall be constructed in accordance with applicable laws as a public right-of-way owned by the CITY; and

WHEREAS, the CID funded, and continues to fund, the design completion and program management of the Project; and

WHEREAS, the CID will provide construction management of the Project; and

WHEREAS, the entirety of the Project will be constructed within the CITY limits; and

WHEREAS, the COUNTY has utility (Sewer and Water) facilities which must be adjusted or relocated as a result of the proposed contract including fire hydrant, water main, water meter and valves, as shown on construction plans for the Project, and more particularly 1650 LF of waterline at Davis Drive from Mansell Road to Westside Parkway (the "Improvements"); and

WHEREAS, the COUNTY has requested that adjustment or relocation of the aforementioned Improvements (the "Work") be included in the Project, and the COUNTY does not have adequate equipment and staff to conduct the Work, or for other reasons considers it advantageous to have the Work included in the Project; and

WHEREAS, the CID is willing to include the Work in the Project provided the COUNTY agrees to fund reimbursement for the cost of the Work, the COUNTY promptly provides said reimbursement to the CITY, and the CITY agrees to reimburse the CID for the cost of the Improvements upon, and only upon, receipt of said reimbursement from the COUNTY; and

WHEREAS, CITY agrees to coordinate with the CID for funds to flow to the CID for the Project contractor's (the "Contractor") performance of the Work; and

WHEREAS, as consideration for the CITY'S coordination with the Contractor for performance of the Work, the COUNTY will reimburse to the CITY the cost of Contractor's

performance of the Work as outlined herein, which amounts (or portions of such amounts) will be paid by CITY to the CID as reimbursement for payment to Contractor for its performance of the Work; and

WHEREAS, COUNTY, CITY, and CID have determined that this Agreement serves the best interest of the Parties and their citizens by improving infrastructures; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for it is agreed as follows:

I. PURPOSE.

The COUNTY is entering into this Agreement with the understanding that the primary purpose of this Agreement is to meet the public purpose of transportation and infrastructure improvements including water & sewer, which includes the Work.

II. COMPENSATION AND PAYMENT.

The total estimated cost of the Work is Three Hundred Sixty-Four Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents ($364,487.50) (the "Cost"). It is agreed that the Cost includes both direct and indirect costs incurred in the performance of the Work under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should any Party, pursuant to the provisions of this Agreement, terminate the Work on the Project, the COUNTY shall pay the CITY such sums as may be owed by the CID to the Contractor as of the date of termination.

III. OVERVIEW.

The CID will construct the Project, including performance of the Work, within CITY limits, provided a Land Disturbance Permit ("LDP") has been obtained by the CID. Upon completion of the Work and upon certification by CITY that the Work has been completed in accordance with the plans and specifications, COUNTY will accept the adjusted and additional facilities and will thereafter operate and maintain said facilities without further cost to CITY, the CID, or Contractor.

IV. FULTON COUNTY RESPONSIBILITIES.

1. COUNTY shall undertake the project design for the Work and submit a cost estimate to CITY for the Work based on GDOT specifications and mean item summary.

2. The plans and estimate for the Work shall be subject to approval of COUNTY prior to advertising for bids.

3. COUNTY shall have the right to visit and to inspect the Work at any time and to advise the engineer-in-charge of any observed discrepancies or potential problems.

4. COUNTY shall respond, in a timely manner, to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

5. COUNTY is responsible to reimburse all Costs to CITY related to the Work and which are incurred by the CID. The reimbursement shall be based on the actual Costs incurred and shall be paid by COUNTY within ten (10) business days after a reimbursement request is made by CITY as provided in Section V(2) of this Agreement.

V. CITY OF ALPHARETTA'S RESPONSIBILITIES.

1. The CITY will allow the CID to construct the Project, including Improvements, within CITY limits, provided an LDP has been obtained by the CID.

2. Within ten (10) business days of receipt of an invoice for reimbursement of the CID's Costs pertaining to any portion of the Work as provided for herein, the CITY will submit a request for reimbursement to COUNTY for an equivalent amount of such Costs (the "Reimbursement Amounts"). Within ten (10) business days of actual receipt by the CITY of any Reimbursement Amounts, the CITY will remit such Reimbursement Amounts to the CID. In the event that the COUNTY disputes the reimbursability of any CID invoice submitted to the CITY for reimbursement, or any portion thereof, CID shall be solely responsible for resolving any such dispute directly with the COUNTY. The CITY's responsibility to remit the Reimbursement Amounts to the CID will be limited to the amounts actually received from the FCWS.

VI. CID RESPONSIBILITIES.

1. The CID will incorporate plans for the Work provided by COUNTY into the Project as shown on drawings 44-001 to 44-006 of the Project (the "Plans"), as may be amended or updated from time-to-time, all in accordance with the terms of this Agreement.

2. The CID acknowledges and agrees that COUNTY will provide bid quantities related to the Work. The CID will incorporate these quantities within the bid for construction of the Project. The quantities will be clearly differentiated under a heading "Fulton County Water and Sewer."

3. The CID shall be solely responsible to manage all construction, engineering and contract supervision of the Project, including the Work. The CID shall respond, in a timely manner, to any issue that may arise during the construction phase.

4. The CID shall require the Contractor to accomplish all Work in accordance with the Plans and will consult with COUNTY before authorizing any changes or deviations which affect the COUNTY's facilities. If changes or deviations to the Plans relating to the COUNTY Improvements are required, the CID will not proceed without written consent from COUNTY. If change or deviations shall increase the cost of the Project, no change or deviation shall be granted to any contractor unless and until the COUNTY agrees to fund such.

5. The CID will review Contractor pay applications for CID approval and payment and will timely invoice the CITY for the Reimbursement Amounts of any pay applications pertaining to the Work and which are eligible for reimbursement by the COUNTY. The CID will provide, upon request by the CITY, any additional documentation the CITY deems necessary, in its sole estimation, to obtain reimbursement from the COUNTY or which may be expressly requested or required by the COUNTY.

6. The CID shall obtain an agreement from any Contractor providing services related to the Project, and shall so provide in any and all contracts or subcontracts, to indemnify and hold harmless (i) COUNTY, including its commissioners, officers, officials, employees, and agents; and (ii) the CITY, and/or CITY's Mayor, City Council Members, officers, officials, employees, and/or agents, from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits for injuries, deaths and/or damage in connection with or arising from Contractor's negligent acts and omissions or intentionally wrongful misconduct in performance of its contract, irrespective of COUNTY's or the CITY's negligence; provided however indemnification shall not benefit or apply to COUNTY or CITY to the extent such party is solely negligence. The CID shall obtain agreement from any Contractor providing services related to the Project that, if requested, it shall assume and defend, at such Contractor's own expense, any suit, action or other legal proceedings arising therefrom in which (i) COUNTY, and/or COUNTY's commissioners, officers, officials, employees, and agents, are named as a party; and/or (ii) the CITY, and/or CITY's Mayor, City Council Members, officers, officials, employees, and/or agents, are named as a party, and that such Contractor shall satisfy, pay, and cause to be discharged of record any judgment which may be rendered against (i) COUNTY, and/or COUNTY's commissioners, officers, officials, employees, and agents; and/or (ii) the CITY, and/or CITY's

Mayor, City Council Members, officers, officials, employees, and/or agents, arising there from.

7. Prior to beginning work, CID shall obtain and, where CID is utilizing the services of any contractor to perform the Work, shall also cause any such contractor (and/or any subcontractors) to obtain and furnish certificates of insurance in which COUNTY and the CITY are named as "Additional Insureds," for the following minimum amounts of insurance prior to the undertaking of any of the activities:

   i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.

   ii. Commercial General Liability Insurance in an amount of not less than one million dollars ($1,000,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($1,000,000) on an account of any one occurrence.

   iii. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).

   iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

   Insurance shall be maintained in full force and effect during the life of this Agreement and until final completion of the Project contemplated under this Agreement. The scope and coverage of the insurance protection shall extend beyond the completion of the project until the expiration of any applicable statutes of limitations. The CID retains the right to satisfy any or all of its insurance obligations by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either COUNTY or CITY'S sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

8. The CID shall require the Contractor(s) to provide payment and performance bonds each in the penal sum of the amount of the contract amount, and naming the CITY, COUNTY, and CID as obligees.

VII. ADDITIONAL UNDERSTANDINGS.

The Parties to this Agreement each acknowledge and agree to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Agreement.

2. It is not the intent of this Agreement to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.

3. This Agreement shall in no way hold or obligate any Party to supply or transfer funds to maintain and/or sustain the Agreement or keep in place any contract, except as specifically provided in this Agreement

VIII. TERM. This Agreement shall be effective on the date fully executed by all Parties and continue until 12/31/2024, unless the Agreement is terminated by a Party in accordance with this Agreement, and in no event shall exceed a fifty (50) year term.

IX. TERMINATION. Anything contained herein to the contrary notwithstanding, the COUNTY, CITY, or CID may terminate the Agreement if any other Party commits a material breach of the Agreement and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice of the breach.

X. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of: (1) the activities described in this Agreement; (2) any actual or alleged infringement of any patent, trademark, copyright, or service mark; (3) actual or alleged unfair competition; (4) disparagement of product or service; (5) other tort of any type whatsoever; (6) or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Any Party may self-fund its obligations under this Agreement. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity, if applicable, or the immunities available to the officials, officers and employees of the Parties, if applicable.

XI. CONFIDENTIALITY.

The Parties each agree to establish appropriate administrative, technical, and physical safeguards to ensure that each does not provide and make available confidentiality, protected, proprietary or privileged data of the others. The Parties agree to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the

information and data transferred or made available. Each Party makes no warranties or representations to the public, to any other Party, or to third parties regarding data made available through its performance of this Agreement. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this Agreement accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this Agreement shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters.

XIV. REVIEW OF WORK.

Authorized representatives of COUNTY may, at reasonable times and upon reasonable notice, review and inspect the activities and data collected and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for CID or CITY. COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance shall not relieve CID of its professional obligation to correct, at its expense, any of its errors in the work. COUNTY'S review recommendations shall be incorporated into the work activities of CID and its contractors.

CITY and CID shall keep accurate records in a manner approved by COUNTY with regard to the activities conducted under this Agreement and shall submit to COUNTY, upon request, such information as is required in order to ensure compliance with this Agreement.

XV. MISCELLANEOUS.

1. **Entire Agreement; Counterparts**. This Agreement may be executed by the Parties in counterparts, each of which shall constitute an original. This Agreement, including any attached exhibits, sets forth the entire understanding between the Parties with regard to the subject matter hereof, and supersedes all previous agreements and understandings between any of them with regard to the subject matter hereof, whether oral or written, and may be amended only in a document executed by all Parties. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by each of the Parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. **Governing Law**. This Agreement, and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

3. **Limitation on Liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Agreement, except as expressly provided herein. Nothing herein shall be construed as a waiver of any Party's sovereign immunity, if applicable.

4. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this Agreement, COUNTY, CITY, and CID hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

    a. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement, when executed, will constitute valid obligations with respect to such executing party and will be legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Project at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

    b. **Public Purpose**. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1 983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

5. **No Conflicting Agreements**. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which COUNTY, CITY and/or CID are a party, or which purports to be binding upon said COUNTY, CITY and/or CID. Furthermore, the execution, delivery and performance of this Agreement do not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained in this Section E shall be true and correct as

of the date hereof and such representations and warranties, and the obligation of COUNTY, CITY, and CID to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this Agreement.

6. **Assignment; Binding Effect**. The rights and obligations of the Parties under this Agreement are personal and may not be assigned without the prior written consent of all of the Parties**.** The foregoing notwithstanding, COUNTY expressly acknowledges and agrees that CITY has made certain arrangements with the CID and that such arrangements are not objectionable to COUNTY. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

7. **No Third-Party Beneficiaries**. This Agreement is made between and limited to COUNTY, CITY and CID**,** and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than COUNTY, CITY and CID, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

8. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

9. **Relationship of Parties**. No Party shall have the power to bind or obligate any other Party except as expressly set forth in this Agreement.

10. **Survival of Representations**. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall survive the termination of this Agreement until amended by the applicable governing authority.

11. **Notices**. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

    To Fulton County:
    Abul K. Howlader
    Engineering Administrator
    Department of Public Works
    141 Pryor Street, S.W., Suite 6001
    Atlanta, Ga 30303

Copy to:
County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To City of Alpharetta:

Mayor Jim Gilvin
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Copy to:

Michael D. Stacy, Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338

To the North Fulton Community Improvement District:

Executive Director Brandon Beach
North Fulton Community Improvement District
11605 Haynes Bridge Road
Suite 100
Alpharetta, Georgia 30009

Copy to:

J. Lynn Rainey
Rainey & Vaughan, LLC
358 Roswell Street
Suite 1130
Marietta, Georgia 30060

12. **Severability Clause**. In the event that any provision of this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid

and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this Agreement to be effective as of the date first set forth above.

FULTON COUNTY, GEORGIA

By: _____
Rob Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By:_____
County Attorney

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

Attest:

By: _____
Lauren Shapiro, City Clerk

Approved as to Substance:

By: _____
Pete Sewczwicz, Director of Public Works

Approved as to Form:

By:_____
Michael D. Stacy, City Attorney

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

By:_____

Printed Name: _____

Title: _____

Date: _____

STAFF REPORT

Submitting Department: Public Works
Submitted By: Pam Bush
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: AWARD OF CONTRACT FOR MID-BLOCK CROSSWALKS (ITB 22-007)

II. RECOMMENDATION:

Please award ITB #22-007 to Excellere Construction LLC for the construction of 4 midblock crossings for an amount not to exceed $602,200.84 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: $602,200.84. Available funding through TSPLOST-2 for these crosswalks totals $526,463.25. The shortfall of -$75,737.59 is recommended herein to be funded through a reallocation of funds from the Manning Oaks Elementary School Crosswalk account which is not feasible as currently designed and will be revisited in the future upon further study.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Mid-Block Crosswalk (Alpharetta Elementary School)/ 33641100-541410-C2221	$94,500.00
Improved Crossing from Parking Deck to north side of Milton Ave/ 33641100-541410-C2223	$212,300.00
Mid-Block Crosswalk (Cogburn Road Park)/ 33641100-541410-C2227	$149,400.84
Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr/ 33641100-541410-C2228	$146,000
Mid-Block Crosswalk (Manning Oaks Elementary School)/ 33641100-541410-C2222	-$75,737.59

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this bid is for the construction of 4 midblock crossings. All projects were identified as part of TSPLOST-2 in 2021.

The scope of work at each location is as follows:

- Milton Avenue and Teasley St: Construction of a signalized pedestrian crossing from the parking deck on Milton Avenue to the corner at Milton Avenue and Teasley Street.
- Mayfield Road at Alpharetta Elementary: Signalization of an existing pedestrian crossing on Mayfield Road at Alpharetta Elementary.
- Cogburn Road at Cogburn Park: Construction of a signalized pedestrian crossing on Cogburn Road at the entrance to Cogburn Road Park.

- MidBroadwell Road at Charlotte Drive: Construction of a signalized pedestrian crossing on Mid Broadwell Road between Charlotte Drive and St. Michelle Drive.

The Department of Public Works prepared plans and specifications for the crosswalk projects and advertised for competitive bids during March, 2022. Bids for the project were received on March 31, 2022, and the City received a total of two bids as follows:

•Excellere Construction LLC $602,200.84
•Ohmshiv Construction, LLC $899,559.60

The apparent low bidder, Excellere Construction LLC, is an experienced contractor which has worked on several projects with similar elements for multiple governmental agencies, including City of Atlanta and City of Peachtree Corners. The contacted references stated that Excellere Construction LLC provided reliable work on time and within budget and would utilize their services again. Additionally, Excellere Construction LLC was previously awarded and completed the City's “ITB 17-006 Multiple Sidewalk Improvements” project which included construction of sidewalks along Canton Street, Crabapple Road, North Point Parkway, Pointe Place, Upper Hembree Road, Waters Road, Hembree Road, and Haynes Bridge Road, and also is currently working on the Webb Bridge Road TSPLOST Improvements Phase 1 (ITB 21-009). Excellere Construction LLC demonstrated an exceptional level of communication, performance, professionalism and workmanship on said projects.

Staff met with representatives of Excellere Construction LLC to review the scope of work and the City's expectations. Excellere Construction LLC assured staff that they could complete the project for the bid amount and within the allocated timeframe. Thus, staff determined Excellere Construction LLC to be the lowest responsive and responsible bidder.

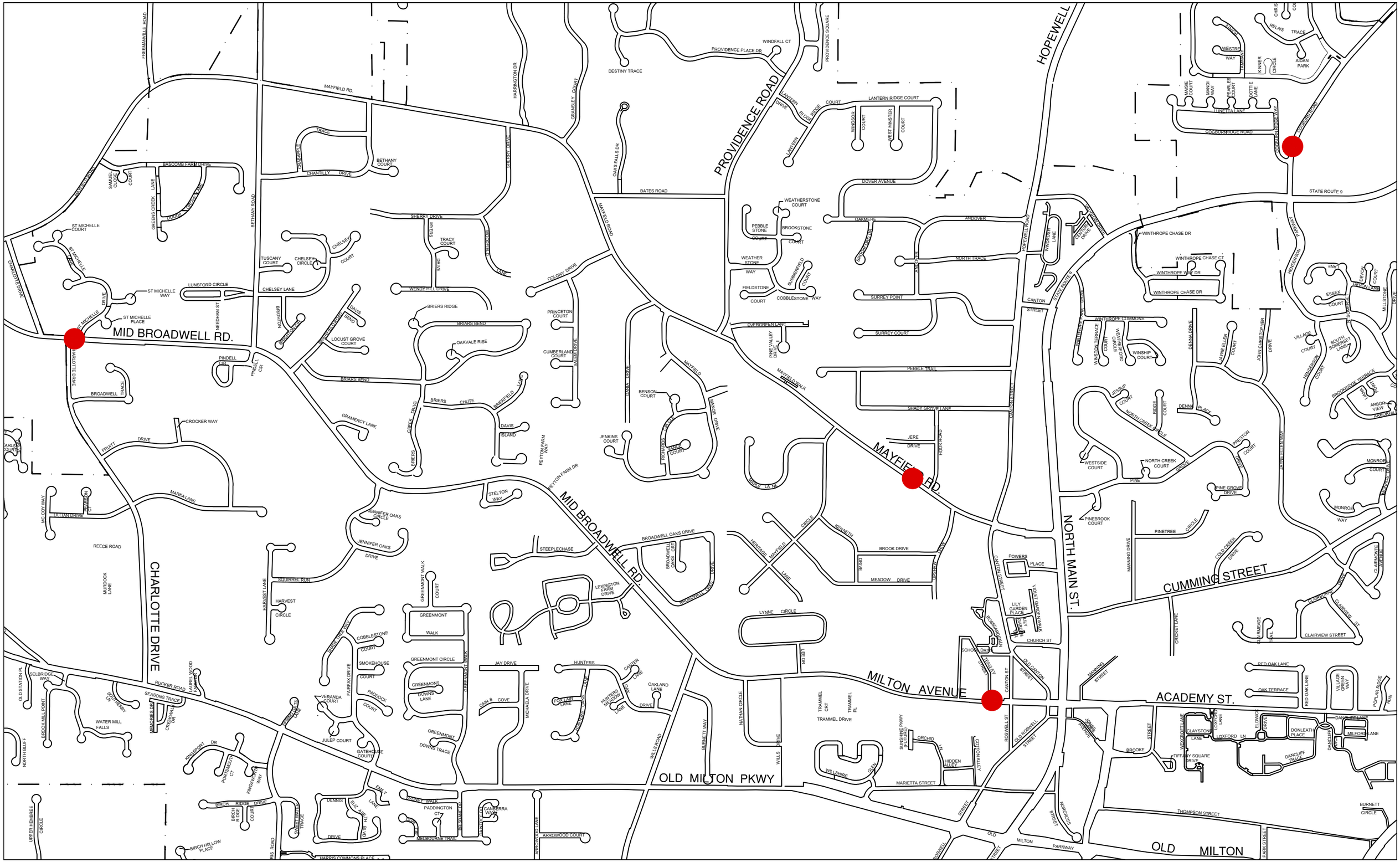
Once a contract with Excellere Construction LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for work at all locations is no more than 120 days from notice to proceed. Each project shall be substantially completed within 30 calendar days of starting work at that location.

V. ALTERNATIVES:

None.

VI. ATTACHMENTS:

Location - City Map, Cogburn Midblock - Exhibit, Mayfield Midblock - Exhibit, Midbroadwell Midblock Exhibit, Milton Avenue MidBlock - Exhibit, ITB 22-007 - Schedule of Items Cost Sheet


MID BROADWELL RD.
MAYFIELD RD.
MID BROADWELL RD.
MILTON AVENUE
OLD MILTON PKWY
PROVIDENCE ROAD
HOPEWELL
CHARLOTTE DRIVE
NORTH MAIN ST.
CUMMING STREET
ACADEMY ST.
OLD MILTON
FREEMANVILLE ROAD
MAYFIELD RD.
BATES ROAD
PROVIDENCE PLACE DR
WINDFALL CT
DESTINY TRACE
PROVIDENCE SQUARE
LANTERN RIDGE COURT
DOVER AVENUE
STATE ROUTE 9
COGBURN ROAD
BETHANY ROAD
SHERRY DRIVE
MAYFIELD ROAD
COLONY DRIVE
BRIARS BEND
BRIARS RIDGE
WENDY HILL DRIVE
CHELSEY LANE
LUNSFORD CIRCLE
ST MICHELLE WAY
ST MICHELLE PLACE
ST MICHELLE COURT
BASCOMB FARM DRIVE
CHANTILLY DRIVE
BETHANY COURT
TUSCANY COURT
CHELSEY CIRCLE
LOCUST GROVE COURT
OAKVALE RISE
PINDELL CIR
BROADWELL TRACE
CROCKER WAY
GRAMERCY LANE
DAVIS ISLAND
PEYTON FARM WAY
PEYTON FARM DR
JENKINS COURT
BENSON COURT
STELTON WAY
JENNIFER OAKS CIRCLE
JENNIFER OAKS DRIVE
MARKA LANE
REECE ROAD
MARBOOK LANE
HARVEST LANE
HARVEST CIRCLE
SQUIRREL RUN
STEEPLECHASE
BROADWELL OAKS DRIVE
LEXINGTON FARM DRIVE
GREENMONT WALK
GREENMONT COURT
GREENMONT CIRCLE
COBBLESTONE COURT
SMOKEHOUSE COURT
PADDOCK COURT
VERANDA COURT
JULEP COURT
GATEHOUSE COURT
JAY DRIVE
HUNTERS
OAKLAND LANE
GAIN S COVE
MICHAELA DRIVE
FOX LAIR LANE
HUNTERS MEADOW LANE
SYDNEY WALK
PADDINGTON CT
MELBOURNE TRAIL
CANBERRA WAY
ARROWOOD LANE
ARROWOOD COURT
HARRIS COMMONS PLACE
BIRCH RIDGE DRIVE
BIRCH HOLLOW PLACE
SELBRIDGE WAY
RUCKER ROAD
SEASONS TRACE
WATER MILL FALLS
NORTH BLUFF
UPPER HEMBREE CIRCLE
OLD STATION PL
BROOK MILL POINT
KINGSPORT DR
PORTSMOUTH CT
KINGSWOOD WAY
EMILY LANE
DENNIS DRIVE
ELIZ ANNE LANE
DAVIS DRIVE
SWEET WILD TRACE
WILLS ROAD
BURNETT WAY
NATHAN CIRCLE
TRAMMEL CRT
TRAMMEL PL
TRAMMEL DRIVE
SUNSHINE PKWY (FUTURE)
ORCHID LN
HIDDEN VALLEY
WILLSHIRE GLEN
MARIETTA STREET
OLD MILTON PARKWAY
THOMPSON STREET
BURNETT CIRCLE
PARK STREET
HAWKCROSS STREET
ROSWELL ST
OLD ROSWELL STREET
CANTON STREET
CANTON ST
OLD CANTON STREET
CHURCH ST
SCHOOL DRIVE
POWERS PLACE
VIOLET CARTER WALK
LILY GARDEN PLACE
ROSE GARDEN LANE
LYNNE CIRCLE
LEE DR
MEADOW DRIVE
BROOK DRIVE
KENNETH CIRCLE
HERITAGE LANE
MAYFIELD WALK
PEBBLE TRAIL
SHADY GROVE LANE
JERE DRIVE
HOOK ROAD
SURREY COURT
SURREY POINT
NORTH TRACE
ANDOVER
OAKMERE
WEATHERSTONE COURT
PEBBLE STONE COURT
BROOKSTONE COURT
WEATHER STONE WAY
FIELDSTONE COURT
COBBLESTONE WAY
SUMMERFIELD COURT
EVERGREEN LANE
PINE VALLEY DRIVE
WINDSOR COURT
WEST MINSTER COURT
WINDSOR LANE
CENTURY DRIVE
WINTHROPE CHASE DR
WINTHROPE CHASE CT
WINTHROPE WAY DR
WINTHROPE COMMONS
WINSHIP COURT
WINSTON TERRACE
WINTHROPE CIRCLE
DENNA DRIVE
WAYNE ELLEN COURT
JOHN CHRISTOPHER DRIVE
VILLAGE COURT
SOUTH SOMERSET LANE
HENDERSON COURT
BROOKRIDGE TERRACE
ARBOR VIEW
ARBOR VIEW COURT
MONROE COURT
MONROE WAY
JANE ELLEN WAY
PRESTON COURT
DENNA PLACE
JESUP COURT
NORTH CREEK CIRCLE
RIDGE COURT
WESTSIDE COURT
NORTH CREEK COURT
PINE GROVE DRIVE
PINEBROOK COURT
PINETREE CIRCLE
MANNING DRIVE
COLD CREEK DRIVE
CROCKET LANE
CLAIRMONT AVENUE
CLAIRVIEW ST
CLAIRVIEW STREET
CHURMEDE PLACE
RED OAK LANE
OAK TERRACE
VILLAGE GREEN WAY
POPLAR RIDGE RUN
DANCLIFF LANE
MILFORD LANE
DONLEATH PLACE
DANCLIFF TRACE
ELDWICK DRIVE
CLAYSTON LANE
OXFORD LN
LOXFORD LANE
TIFFANY SQUARE DRIVE
BROOKE STREET
HENDERSON AVENUE
MANNING STREET
WINSTON AVENUE
ESSEX COURT
MILLSTONE DRIVE
LUNETTA LANE
MAISIE COURT
MANDI WAY
SCARLET COURT
DOTTIE LANE
KINNER CIRCLE
ALDAN PARK
WESTRE WAY
BELAIS TRACE
CHRIS COURT

THE CITY OF ALPHARETTA PUBLIC WORKS

COGBURN ROAD MID-BLOCK CROSSING

APRIL 7, 2022

0 15' 30'

NORTH

SHEET 1 OF 1

THE CITY OF ALPHARETTA PUBLIC WORKS

ALPHARETTA ELEMENTARY SCHOOL MID-BLOCK CROSSING

APRIL 7, 2022

0 15' 30'

NORTH

SHEET 1 OF 1

THE CITY OF ALPHARETTA PUBLIC WORKS

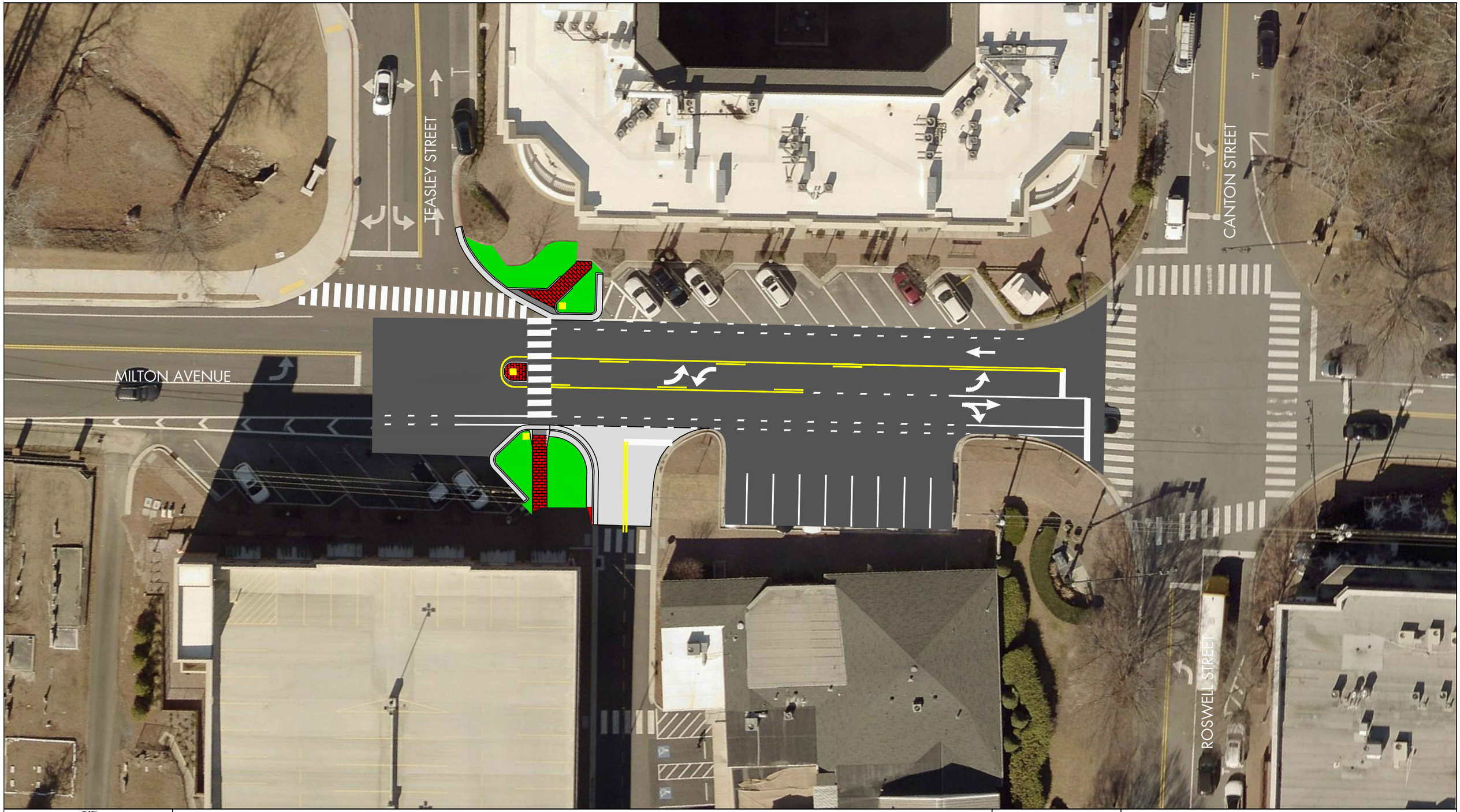
APRIL 7, 2022

MID BROADWELL MID-BLOCK CROSSING

0 15' 30'

NORTH

SHEET 1 OF 1



THE CITY OF ALPHARETTA PUBLIC WORKS

MILTON AVENUE PARKING DECK MID-BLOCK CROSSING

APRIL 7, 2022

0 15' 30'

NORTH

SHEET 1 OF 1

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

ITB 22-007, Midblock Crossings
Schedule of Items Bid Sheet

Bidder Name Excellere Construction, LLC

Item #	Item Description	Quantity	Unit	Unit Price	Item Price
	LOCATION 1 - COGBURN ROAD AT COGBURN PARK				
	TRAFFIC CONTROL				
1.01	Traffic Control	1	LS	$ 708.96	$ 708.96
	DEMOLITION				
1.02	Demolition (including any necessary clearing and tree removal)	1	LS	$ 2,483.85	$ 2,483.85
	SITE DEVELOPMENT				
1.03	Sidewalk (variable width)	192	SF	$ 7.39	$ 1,418.88
1.04	Header Curb (GDOT Standard 9032B)	197	LF	$ 15.75	$ 3,102.75
1.05	Handicap Ramp (including, but not limited to, curb & gutter required to connect to ex. curb and gutter, header curb, and Detectible Warning Strips)	2	EA	$ 1,638.09	$ 3,276.18
1.06	Pavement Striping and Markings	1	LS	$ 2,136.63	$ 2,136.63
1.07	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	$ 0.02	$ 0.02
1.08	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	$ 0.02	$ 0.02
1.09	Rectangular Rapid Flashing Beacon, Design and Installation. Location and Mounting height to be ADA compliant.	1	LS	$ 50,426.32	$ 50,426.32
	GRADING & DRAINAGE				
1.10	Grading Complete	1	LS	$ 52,822.59	$ 52,822.59
1.11	Storm Sewer System Materials & Installation (including, but not limited to,structures, pipe and bedding)	1	LS	$ 17,967.06	$ 17,967.06
	EROSION CONTROL				
1.12	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	$ 506.97	$ 506.97
	LANDSCAPING				
1.13	Sodding	153	SY	$ 11.46	$ 1,753.38
1.14	Mulch (3" depth)	7	CY	$ 82.18	$ 575.26
1.15	Tree Save Fence (including installation, maintenance and removal)	1	LS	$ 606.54	$ 606.54
1.16	Tree Care Plan (per requirements on sheet C.001)	1	LS	$ 589.39	$ 589.39

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

	MISCELLANEOUS CONSTRUCTION						
1.17	Irrigation Allocation	1	LS	$	3,000.00	$	3,000.00
1.18	Miscellaneous Construction Allocation	1	LS	$	2,000.00	$	2,000.00
	TESTING						
1.19	Required Testing including, but not limited to, soil and material testing.	1	LS	$	3,060.08	$	3,060.08
	MOBILIZATION BONDS & INSURANCE						
1.20	Mobilization Bonds & Insurance	1	LS	$	2,965.96	$	2,965.96
			SUB-TOTAL FOR LOCATION 1			**$**	**149,400.84**

LOCATION 3 - MAYFIELD MIDBLOCK CROSSING AT ALPHARETTA ELEMENTARY

Item #	Item Description	Quantity	Unit	Unit Price		Item Price	
	TRAFFIC CONTROL						
3.01	Traffic Control	1	LS	$	708.96	$	708.96
	DEMOLITION						
3.02	Demolition (including any necessary clearing and tree removal)	1	LS	$	8,258.18	$	8,258.18
	SITE DEVELOPMENT						
3.03	Concrete Driveway Apron and Reconstruction	1	LS	$	1,332.24	$	1,332.24
3.04	Concrete Sidewalk (6 ft width, including Detectible Warning Surface)	20	SY	$	11.62	$	232.40
3.05	Pervious Concrete Sidewalk, variable width	64	SY	$	61.59	$	3,941.76
3.06	#57 Stone (36" depth)	22	CY	$	85.93	$	1,890.46
3.07	Filter Fabric (16 ft perimeter)	6,912	SF	$	0.33	$	2,280.96
3.08	Handicap Ramp (including, but not limited to, curb & gutter required to connect to ex. curb and gutter, header curb, and Detectible Warning Surface)	1	EA	$	2,679.69	$	2,679.69
3.09	Pavement Striping and Markings	1	LS	$	0.02	$	0.02
3.10	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	$	255.66	$	255.66
3.11	Rectangular Rapid Flashing Beacon, Design and Installation. Location and Mounting height to be ADA compliant.	1	LS	$	16,128.09	$	16,128.09
	GRADING & DRAINAGE						
3.12	Grading Complete	1	LS	$	40,952.18	$	40,952.18
	EROSION CONTROL						
3.13	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	$	1,863.86	$	1,863.86
	LANDSCAPING						
3.14	Sodding	220	SY	$	10.72	$	2,358.40
3.15	Mulch (3" depth)	19	CY	$	54.18	$	1,029.42

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

3.16	Tree Save Fence (including wood slat tree protection, installation, maintenance and removal)	1	LS	$	1,369.30	$	1,369.30
3.17	Tree Care Plan (per requirements on sheet C.001)	1	LS	$	0.01	$	0.01
	MISCELLANEOUS CONSTRUCTION						
3.18	Irrigation Allocation	1	LS	$	3,000.00	$	3,000.00
3.19	Miscellaneous Construction Allocation	1	LS	$	2,000.00	$	2,000.00
	TESTING						
3.20	Required Testing including, but not limited to, soil and material testing.	1	LS	$	1,944.97	$	1,944.97
	MOBILIZATION BONDS & INSURANCE						
3.21	Mobilization Bonds & Insurance	1	LS	$	2,273.44	$	2,273.44
			SUB-TOTAL FOR LOCATION 3			**$**	**94,500.00**

LOCATION 4 - MIDBLOCK PEDESTRIAN CROSSWALK AT MILTON AVE AND TEASLEY ST

Item #	Item Description	Quantity	Unit	Unit Price		Item Price	
	TRAFFIC CONTROL						
4.01	Traffic Control	1	LS	$	4,003.89	$	4,003.89
	DEMOLITION						
4.02	Demolition (including any necessary clearing and tree removal)	1	LS	$	4,768.69	$	4,768.69
	SITE DEVELOPMENT						
4.03	Brick Paver Sidewalk including Concrete Base	275	SF	$	14.40	$	3,960.00
4.04	Reconstruct Soldier Course at Removed Handicap Ramp	1	LS	$	707.26	$	707.26
4.05	Brick Paver Median including Concrete Base and GAB	50	SF	$	62.06	$	3,103.00
4.06	Concrete Apron (Alph Std 951)	860	SF	$	10.14	$	8,720.40
4.07	24" Curb & Gutter	180	LF	$	19.06	$	3,430.80
4.08	Header Curb, Type 2	35	LF	$	21.31	$	745.85
4.09	Handicap Ramp #1	1	LS	$	3,213.71	$	3,213.71
4.10	Handicap Ramp #2	1	LS	$	982.90	$	982.90
4.11	Pavement Markings	1	LS	$	6,495.04	$	6,495.04
4.12	Mill, 2" Depth	1,500	SY	$	6.64	$	9,960.00
4.13	12.5 MM Superpave	165	TN	$	155.03	$	25,579.95
4.14	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	$	255.66	$	255.66
4.15	Rectangular Rapid Flashing Beacon, Design and Installation. Location and Mounting height to be ADA compliant.	1	LS	$	44,688.97	$	44,688.97
	GRADING & DRAINAGE						
4.16	Grading Complete	1	LS	$	61,178.63	$	61,178.63

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

4.17	Storm Sewer System Materials & Installation (including, but not limited to,structures, pipe and bedding)	1	LS	$	10,917.13	$	10,917.13
	EROSION CONTROL						
4.18	Erosion Control Complete	1	LS	$	1,028.63	$	1,028.63
4.19	Tree Save Fence (including installation, maintenance, and removal)	1	LS	$	193.11	$	193.11
	LANDSCAPING						
4.20	Soil Media	40	CY	$	59.40	$	2,376.00
4.21	Brown Hardwood Mulch	2	CY	$	165.67	$	331.34
4.22	Tree Care Plan (per requirements on sheet C.001)	1	LS	$	0.01	$	0.01
	MISCELLANEOUS CONSTRUCTION						
4.23	Irrigation Allocation	1	LS	$	2,500.00	$	2,500.00
4.24	Miscellaneous Construction Allocation	1	LS	$	5,000.00	$	5,000.00
	TESTING						
4.25	Required Testing including, but not limited to, soil and material testing	1	LS	$	4,243.56	$	4,243.56
	MOBILIZATION BONDS & INSURANCE						
4.26	Mobilization Bonds & Insurance	1	LS	$	3,915.47	$	3,915.47
		SUB-TOTAL FOR LOCATION 4				**$**	**212,300.00**

LOCATION 5 - MIDBROADWELL PEDESTRIAN IMPROVEMENTS

Item #	Item Description	Quantity	Unit		Unit Price		Item Price
	TRAFFIC CONTROL						
5.01	Traffic Control	1	LS	$	708.96	$	708.96
	DEMOLITION						
5.02	Demolition (including any necessary clearing and tree removal)	1	LS	$	2,605.22	$	2,605.22
	SITE DEVELOPMENT						
5.03	24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	258	LF	$	30.77	$	7,929.43
5.04	Flush Header Curb	44	LF	$	90.77	$	3,966.65
5.05	6" Concrete Island with Brick Pavers and Detectible Warning Surface.	60	SF	$	35.73	$	2,150.95
5.06	Concrete Sidewalk, variable width	1,380	SF	$	2.48	$	3,421.16
5.07	Class B Concrete, Pavement Widening	8	CY	$	282.14	$	2,257.12
5.08	Handicap Ramp (including, but not limited to, curb & gutter required to connect to ex. curb and gutter, header curb, and Detectible Warning Surface)	6	EA	$	1,349.06	$	8,094.36
5.09	Pavement Striping and Markings	1	LS	$	10,520.81	$	10,520.81
5.10	Adjust Manhole top to finished grade	1	LS	$	597.67	$	597.67

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

5.11	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	$	0.02	$	0.02
5.12	Rectangular Rapid Flashing Beacon, Design and Installation. Location and Mounting height to be ADA compliant.	1	LS	$	40,347.73	$	40,347.73
	GRADING & DRAINAGE						
5.13	Grading Complete	1	LS	$	41,683.59	$	41,683.59
	EROSION CONTROL						
5.14	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	$	1,830.30	$	1,830.30
	LANDSCAPING						
5.15	Sodding	401	SY	$	9.70	$	3,889.70
5.16	Mulch (3" depth)	38	CY	$	46.01	$	1,748.38
5.17	Tree Save Fence (including wood slat tree protection, installation, maintenance and removal)	1	LS	$	1,968.01	$	1,968.01
5.18	Tree Care Plan (per requirements on sheet C.001)	1	LS	$	589.39	$	589.39
	MISCELLANEOUS CONSTRUCTION						
5.19	Irrigation Allocation	1	LS	$	3,000.00	$	3,000.00
5.20	Miscellaneous Construction Allocation	1	LS	$	2,000.00	$	2,000.00
	TESTING						
5.21	Required Testing including, but not limited to, soil and material testing.	1	LS	$	3,617.63	$	3,617.63
	MOBILIZATION BONDS & INSURANCE						
5.22	Mobilization Bonds & Insurance	1	LS	$	3,072.93	$	3,072.93
		SUB-TOTAL FOR LOCATION 5				**$**	**146,000.00**

BID TOTAL		
	SUB-TOTAL FOR LOCATION 1	**$ 149,400.84**
	SUB-TOTAL FOR LOCATION 3	**$ 94,500.00**
	SUB-TOTAL FOR LOCATION 4	**$ 212,300.00**
	SUB-TOTAL FOR LOCATION 5	**$ 146,000.00**
GRAND TOTAL		**$ 602,200.84**

SCHEDULE OF ITEMS
MIDBLOCK CROSSINGS
ITB 22-007

Bid Price Certification

In compliance with Project Specifications, submitting this completed Bid schedule of items is acknowledgment that Bidder offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the Bidder will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: Excellere Construction, LLC

Company Address: 4343 Shallowford Rd, Suite 161, Marietta, GA 30062

Authorized Signer: Print/Type Name and Title: Luigi H. Hernandez

Contact Info - Phone Number: 678.447.4435

Contact Info - E-mail Address: luigih@excellere-ga.com

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: WIRE & WOOD: EVENT LOGISTICS, MARKETING, AND SPONSORSHIP SALES

II. RECOMMENDATION:

Please award RFP # 22-114 to Premier Events for Wire & Wood Event Logistics, Marketing, and Sponsorship Sales in an amount not to exceed $30,500.00 and authorize the Mayor to execute all necessary documents.

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: $30,500
APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
10061900 521200 / RSE23	$30,500

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
0	$0.00

IV. REPORT IN BRIEF:

The Community Services Division of Recreation, Parks, and Cultural Services published RFP # 22-114, in partnership with the Finance Department, seeking vendor applicants for a 5-year comprehensive event logistics, marketing, and sponsorship sales services contract for the City's annual Wire & Wood music event.

The award of this RFP # 22-114 includes event logistics, marketing, and sponsorship sales for the Wire and Wood Music Festival which takes place on the second weekend in October, beginning on October 7 and 8, 2022, and continuing through a 5-year contract.

The event logistics portion of the work includes drafting timelines, building maps/site keys, managing vendors (both pre-event and in-event), and hiring/paying staff to work the day of the event. Event logistics also includes overseeing the event setup and breakdown, installation of collateral/signage, and project management of other marketing deliverables and sponsorship fulfillment. The marketing portion of the work includes maintaining and growing the social media followers and engagement, promoting the event details and artists, and producing content and graphics for internal and external communications. The sponsorship portion includes scouting, negotiating, and fulfilling sponsor contracts with businesses and organizations that align with the event and Alpharetta's target markets.

The selected vendor will develop a strategy to plan and produce the event and will coordinate with the Community Services team to identify and secure the event footprint, schedules, budget, and staffing needs with consideration of marketing and sponsorship deliverables. The selected vendor will work directly and closely with the City's on-call electrical services vendor for installation and develop a detailed plan of operations in partnership with the City departments.

The RFP was posted to the City and State websites on Feb 17, 2022. The solicitation documents were downloaded by 38 document takers. Proposals were received on March 17, 2022, and consisted of three (3)

responses which were submitted to the evaluation committee for review and ranking.

Each submission was evaluated based on the following criteria: Project Team, Resumes/Statement of Qualifications, References (20%); Technical Proposal, Project Approach (34%); Available Resources (33%); Local Vendor Preference (3%); and Cost Proposal (10%). The resulting weighted scores, out of 100, were as follows:

1. Premier Events 82.80 points
2. 3815 Media Inc. 44.54 points
3. The Mauldin Group 37.34 points

The highest-scoring firm, Premier Events, has been working with the City of Alpharetta for many years on Wire & Wood and other events and has done so to a high level of satisfaction. Their proposal was thorough and thoughtful, and it demonstrated the creativity, knowledge, experience, and resources necessary to continue to deliver an excellent Wire & Wood event to residents.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Wire & Wood Event Logistics, Marketing, and Sponsorship RFP (RFP 22-114), Premier Events Proposal (RFP 22-114)

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **22-114**
RFP Title: **Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood**

RFP SCOPE OF WORK & PROPOSAL SUBMISSION

1. RFP Period of No Communication

The no communication period starts on the issue date of this RFP **February 17, 2022,** and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. must not contact the City's elected officials or any City staff concerning this RFP.

Contacting anyone other than the Procurement Agent named below for this RFP during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Abby Shipp is the Procurement Agent and Single Point of Contact for this RFP and is the only contact representing the City for this RFP.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Abby can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Abby Shipp, Procurement Agent

3. RFP Schedule of Events

1. **Proposal Close Date, Deadline for Submissions: March 17, 2022, 10:00 AM.** We may change this date during the RFP process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: https://cityofalpharetta.bonfirehub.com/
3. This project web page has the important dates and all project documents for this RFP.
4. Enter all questions, comments, requests for information before the Questions Due Date using ✉ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the RFP document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a proposal. You must respond using any updated information.

4. Our Review of Proposals and Review Criteria:

1. The City will make investigations as we feel necessary to make sure of the Offeror's ability to provide the supplies or perform the work or services detailed in this RFP.
2. We will first review all proposals to be sure that proposal have basic requirements and information.
3. Some scoring may simply be Pass/Fail. Any proposal that Fails any part or section that is needed will be removed from further review and scoring.
4. The Review Team will only get correct proposals for review and scoring. Proposals will be scored based on the evaluation criteria below. We may consider accepted industry standards. We may compare all proposals to each other for price, quality, quantity, contract terms, etc. We will use this review and scoring to decide the top-scoring proposal[s] and the best value for our City.
5. The Review Team may decide to create a shortlist of the top-scoring proposals. If so, the shortlisted firms may be invited for a presentation or interview with us; may be asked to set-up a site visit; or may be asked to supply more information for review. We may ask for discussion, negotiation, or a "best and final offer" to finally decide the highest-scoring proposal.
6. We will review and score each proposal using the criteria and percentage weights below:
    a. Cover letter, business profile, and business information is required but not scored.
    b. Required Forms are Pass/Fail.
    c. Contact information and Contact for Legal Notices/Contract are required but are not scored.
    d. DUNS number is not scored.
    e. Questionnaire scoring will depend on information requested. Some questionnaire responses will be information only, while others may be pass fail such as addendum acknowledgement.

Evaluation Criteria	Maximum Points
Project Team, Resumes/Statements of Qualifications, References	20
Technical Proposal, Project Approach,	34
Available Resources	33
Local Vendor Preference	3
Cost Proposal	10
Total Maximum point score	***100***

WHAT WE WANT TO DO

1. General Description

The City of Alpharetta is requesting proposals from qualified firms to provide event logistics, marketing, and sponsorship sales for the Wire and Wood Music Festival. The music festival takes place in downtown Alpharetta on the second weekend (Friday & Saturday) in October from 5 pm – 11 pm. The event dates and times are subject to change. This event is rain or shine. The project may be extended on a task order basis at an amount agreed to by the Offeror and the City of Alpharetta.

The event logistics, marketing, and sponsorship sales functions may be granted to multiple, independent vendors, or as a partnership of multiple vendors based on the content and quality of the proposal. A single, full-house team or proposed partnership of companies to manage the full scope of the RFP is preferred. The goal of this procurement is to issue a five year contract to the awarded contractor(s).

The total budget for event logistics, marketing, and sponsorship sales is not to exceed $30,500 in Calendar Year 2022, including $20,000 for event production and $10,500 for marketing. Third party expenses for paid advertising, social media promotions, and printing expenses are to be agreed upon and covered by the City of Alpharetta.

2. Scope of Work

A. EVENT LOGISTICS

The event logistics portion of the work includes drafting timelines, building maps/site keys, managing vendors both pre-event and in-event, and hiring/paying staff to work the day of the event. Event logistics also includes overseeing the event set up and breakdown, installation of collateral/signage, and project management of other marketing deliverables and sponsorship fulfillments.

1. Planning

- Familiarize teams with previously completed events.
- Abide by the City's annual operating and/or capital budget.
- Develop a strategy to plan and produce the event. Coordinate with Community Services team to identify and secure the event footprint, schedules, budget, and staffing needs with consideration to marketing and sponsorship deliverables.
- All materials and documents must be presented to the Community Services team during scheduled weekly meetings to ensure the project is adhering to stated deadlines.
- Develop and share e-documents with all data collected or generated for the event regarding planning, financing, marketing, and evaluation of the event and present to City within 14 calendar days after the event. A comprehensive accounting of all revenues and expenses must be submitted within (20) calendar days after the event. Documents should include: contact info for vendors, sponsors, recaps of their booth activities, improvements for next year's event, what worked well for each completed event, and

proof of completed applications with liability clauses signed by all musicians, vendors, sponsors, etc.

- Provide a timeline to be used for event website updates, online applications, and communications to applicants for, but not limited to, application deadlines, participants/vendor notification dates, check-in, load in, site plan, etc.
- Facilitate bid process, negotiation, and invoice collection on the City's behalf for non-contracted vendors. Manage contractor delivery, contract schedule, and performance of all vendors and contracted city service providers, including but not limited to:
    - Non-Contracted Vendors
        - Tents, tables, chairs, table covers, and outdoor heaters
        - Fencing and barricade rentals
        - Golf carts
        - Radios
        - Overnight security
    - Contracted City Service Providers
        - Dumpsters, toilets, and hand washing stations (rental and sanitizing service)
        - Temporary power and generators
        - Waste, trash and recyclables management
        - Street sweeping
        - Signage production
    - Stage, Sound & Lighting Production
- Work closely with the City's Public Works and Public Safety teams on road closures, site issues, or repairs.
- Develop a detailed plan of operations, in partnership with the City departments, indicating the level of City support needed, no less than six weeks prior to the event, including:
    - Police, Fire, and Public Works support
    - Waste collection and removal
    - Park use
    - Lighting and electricity
    - Water
    - Parking and other space requirements

  This plan should closely follow previous year's plan established by City staff.
- Communicate with local churches and large businesses to secure additional surface parking for vendors.
- Manage year-round, pre-event communications to vendors and community partners including, but not limited to, mass emails with timeline and application deadlines for the event. Coordinate all communications in a professional and hospitable manner.
- Book food and beverage vendors with Community Services input on type of cuisine and set up. Manage application process, permitting/licensing, payment, and ensure proper food safety practices are in place.
- Schedule and ensure that adequate portable toilets, trash containers and recycling bins are available at all times during the event.

- If the City decides to add additional elements to the event, the selected vendor will identify and contract with music-related artists and vendors for activations that engage all ages with a cost-effective value for the community.
- Determine optimal placement for front-of-house vendors with respect to effective crowd flow, ADA compliance, maximized space, public safety, etc. Produce initial map of layout and load in instructions to share with the City at least 60 days prior to the event.
- Identify signage needs and provide solutions for clear directional information to event attendees. Develop signage plan with input from Community Services and Marketing teams. Include full production schedule at least 60 days prior to the event.
- If the City decides to add, collaborate with the Marketing team to ensure a successful giveaway campaign.
- Submit a schedule for event setup and breakdown (from road closure to re-opening) to the Community Services team no later than four weeks prior to the event.
- Hire, schedule, direct, and pay the work of event management company personnel, including volunteers, security guards, and functionally supervise all event support staff and contracted service providers, including setup and breakdown crews.
- Issue a street team to execute the street marketing campaign developed by the marketing team, including distributing posters, brochures, letters and other printed event marketing and collateral at least 30 days out from the event.
- Conduct pre and post event walks of the venue/site to document any safety issues or damage to the venue/site and reports any issues or damage to the City.
- Open and secure event site facilities and surrounding areas affected by the event before and after the event, including all event site and surrounding area clean-up.
- Work with downtown businesses in the event footprint or area impacted by the event.
- Work in collaboration with the City's Public Safety Department and Community Services team to develop a plan of action for emergencies and adverse weather conditions, including ingress/egress and how to communicate the plan to citizens and participants.
- Ensure that all permits are secured for all event activities, as necessary; ensures all vendors have alcohol or food permits obtained not less than six weeks prior to the event.
- Ensure that setup of tents, tables, chairs, electric services, stages, decorations, or other equipment will be in accordance with the City's requirements, safety standards and health codes.

2. Day of Event

- Coordinate, manage, and facilitate participating musicians, entertainment, sponsors, and vendor on-site load in, parking, setup, and breakdown requirements.
- Provide on-site management from load in, through all event hours, and until the completion of load out. This includes directing all vendors, labor, and staff in the execution of the event. If needed, hire and manage labor required for logistical operations for the event (load in, set up, operating, load out); City will provide onsite staff to place road closure equipment and remove parked vehicles.
- Check in, direct, and verify that vendor deliverables match quotes and contracted plans.

- Manage on-site set up and dismantling of event signage post-event. Ensure that all props, decorations, signage, stage equipment, etc. on-site are safely secured with proper weights or other appropriate safety measures.
- Coordinate and operate hospitality, greenrooms, and coolers for artists and crew.

3. Post Event

- Provide post event evaluation with recommendations for improvement and growth of the event, as well as an event notebook that summarizes planning activities within 14 calendar days after the event.
- Meet within 14 calendar days of an event conclusion, or a mutually agreed upon time, to evaluate the success of the event and discuss any necessary changes to processes or procedures to further improve the event.
- Manage post-event communication to all participants, including but not limited to, photos from event, notice of award winners, event audit submission to state and national event publications, online and "mail in" surveys.

B. MARKETING

Currently, the Wire & Wood Music Festival maintains a Facebook and Instagram page (@wireandwoodfest), website (www.wireandwoodalpharetta.com), and an email distribution list. To reach a broader audience for effective event promotion, the selected Marketing team will create a strategy to maintain and grow the social media followers and engagement, promote the event details and artists, and produce content and graphics for internal and external communications.

- Provide general consulting and development of overall marketing campaign.
- Develop copy for and maintain an updated event website, social media page(s), and media releases throughout the year.
- Develop a social media campaign with 2-3 weekly scheduled posts from mid-July through the beginning of September, daily posts from September through mid-October, and a draft of monthly posts for the off-season that will engage attendees, communicate event details and build community excitement for year-round patronage of attendees, vendors, and sponsors. Respond to important questions and messages received from the public and escalate sensitive questions and topics accordingly.
- Work with talent buyers to encourage artists and entertainers booked for the event to cross promote Wire & Wood on available social media channels.
- Plan, coordinate, and facilitate an event public relations campaign, targeting local and regional media, including pre and post event public relations. Must include drafting a minimum of two press releases for the event.
- Use an email database management service that can link to the event website. Manage email distribution list to promote event and collect feedback from audience. Email list must be provided to the City post-event with names and email addresses.
- Develop a campaign or giveaway for social channels to raise overall awareness of the event and grow the email distribution list. Consult with Event Management team to ensure they can carry out any physical or on-site deliverables associated with the giveaway campaign. Cross promote with media partners when possible.

- Create list of recommended media outlets (local TV, radio, print) or contacts aligned with the audience demographic for Sponsorship team to pitch trades, partnerships, or sponsorships. Review all media proposals from Sponsorship team with City team for approval.
- Create City-approved graphics for marketing collateral, signage, and internal documents and assure its timely delivery for the broadest reach and effective planning. Work with Event Logistics team to initiate all printing (posters, event maps, banners, social media graphics, etc.) according to the established timeline. Track all creative deadlines and ad calendars. Ensure that Community Services and necessary music agents have approved all promotional materials prior to their dissemination.
- Plan a street marketing campaign identifying potential sites and contacts for Event Logistics street team to poster and flyer at least 30 days out from the event.
- Work with city-designated talent buyers, event managers, and talent agents to schedule media spots or interviews for musicians and entertainers.
- Maintain timely and thorough communications with event sponsor and partner, the Alpharetta Convention & Visitors Bureau.
- Ensure that the City is represented in all print, media, and web materials and its logos are affixed in a size and fashion more prominent than any other sponsor. Work with Sponsorship team to ensure full and proper representation of the City and sponsors are displayed on necessary marketing materials, such as posters, printed materials, banners.
- Provide written summary for the yearly media campaign. Secure all forms of proof of fulfillment for post event wrap up reports for sponsors.

C. SPONSORSHIP SALES

The Wire & Wood Music Festival attracts 15,000 people to downtown Alpharetta across the two-day event and receives regional and local press. The selected Sponsorship team will be responsible for scouting, negotiating, and fulfilling sponsor contracts with businesses and organizations that align with the event and Alpharetta's target markets.

- Develop sponsorship proposal, solicit suitable sponsors with consultation from Community Services and Event Logistics teams. Conduct negotiations with potential sponsors, solidify contracts, and submit information to enable the City to invoice for the sponsorships.
- Handle all aspects of sponsorships from sales to final recap, with exception of invoicing and collections. Community Services will forward any sponsorship inquiries received for the event to the Sponsorship team. The Sponsorship team will coordinate with the Event Logistics team to handle onsite management of sponsors and fulfillment.
- Facilitate in-kind sponsorships designated by the City as beneficial. May include collaboration with Marketing team for review and execution of media trades.
- Manage year-round, pre-event communications to sponsors. Coordinate all communications in a professional and hospitable manner.
- Provide completed sponsorship applications with signed liability waivers to Community Services from all sponsors.

- Provide Excel spreadsheets twice a month with updated contact and sponsorship level information for each sponsor. Spreadsheets should include all relevant information that pertains to the participating sponsors.
- Sampling sponsors should be asked to limit serving sizes to bite-sized giveaways. City may request a sponsor to stop offering samples at the event if portions are competing with beverage partners, local restaurants, or participating vendors.
- Submit post-event sponsor spreadsheet to Community Services within 14 calendar days of the event. Spreadsheet should include a brief summary of the event, sponsor name, sponsor feedback, contact information, sponsorship level, sponsorship amount/value, suggested items to change for next year, and a plan to improvement the event in the future.
- Send sponsors post-event recap and proof of fulfilment, where applicable.
- Recognize and accept that the City requires involvement throughout the entire sponsor process and must pre-approve all sponsors for all events.

D. FINANCIALS

- All participant, sponsor, and vendor fees belong to the City.
- Sponsorship revenue information will be provided to the City. The City will submit invoices to the sponsors and collect the sponsorship revenues.
- The selected vendor(s) will meet twice a month with Community Services to supply progress reports.
- The selected vendor(s) will prepare payment requests for all invoices, following City requirements.
- All invoices must be made out to the City of Alpharetta. The City does not pay third party invoices.
- Invoices from suppliers and/or sub-contractors that are to be paid by the City are to be collected and verified by Event Logistics team prior to submitting to Community Services.
- All invoices must be verified against City records and approved by the City. Approved invoices will then be submitted for payment. Payment requests will be processed and payment is normally issued within (30) days of invoice receipt by the City.
- The selected vendor(s) ensure the annual fiscal budget is upheld for each proposed event(s).
- The Sponsorship team will handle all responsibilities of sponsorship sales, retention, and activation, including the expenses associated with sponsor activation, in partnership with the Event Management team.
- The City will provide a 20% commission on corporate sponsorship collections to the event company for the sponsorship identification, procurement, and management.
- The commission owed to the Sponsorship team can be presented once the sponsorship summary is submitted to Community Services/City. The invoice must include sponsor name, sponsorship level, and billable amount.
- The Event Logistics team will be paid should the event be produced successfully.
- Upon approval by Community Services, the Event Logistics and Marketing teams may submit an invoice for up to a 50% deposit up to 4 months prior to the event. The invoice description must include the event name, the event date, invoice number, total agreed upon amount for the event, and state the percentage (%) and amount requested on this invoice.

- The final invoice for the remaining agreed upon amount can be presented after the event and will be paid once the final reports are submitted to Community Services/City. The final invoice must include the event name, event date, invoice number, total agreed upon amount for the event (noting any previously paid amount as a credit), detail any changes to the original event scope, and the remaining balance due.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Proposal

1. Using Bonfire to Submit Proposal

1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your proposal: https://cityofalpharetta.bonfirehub.com/

1.2. We are accepting all proposals by online response only. You must upload completed proposals online before the closing date and time found in Project Details of the project web page for this RFP.

1.3. Don't send proposals by mail, fax, or email. We will not accept paper copy proposals. We will not accept any proposals after the closing time deadline has passed.

1.4. You have not completed your response simply by uploading proposal documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.

1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your proposal upload. This confirms that you have successfully turned in your proposal with all required information.

1.6. You can update your proposal at any time until the closing time.

1.7. All uploaded items and responses are Sealed and will only be visible by the City after the closing time has passed.

1.8. If the file is 'mandatory' or 'required', you won't be able to complete your proposal until you have met all requirements.

1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.

1.10. Pay attention to the type and number of files we have asked you to upload.

1.11. The largest upload file size is 1000 MB.

1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.

1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Proposal Document Formats

❖ Each proposal must follow these document formats.

- Failure to follow these formats will reduce our review team's ability to evaluate and will result in a lower proposal score or in complete removal of a proposal from scoring.
- Format your documents using this outline:

- ☐ formatted to single space lines,
- ☐ 10 to 12-point font size,
- ☐ black font color, and
- ☐ upload proposal in PDF format.

DOCUMENT 1 Title: **Company Information** ***Pass/Fail***

- This document must be no more than two (2) pages,
- Each section below will make up the Company Information document. This document must be in the following order:

A. **Cover Letter with Brief Business Profile**, length of time in business, and a summary describing company strong points and why your experience with similar projects will benefit the City.

B. **Business information**, including name and home office address. If another office address oversees work of this project, add that address information too.

C. **Contact,** one person to be the single point of contact for this proposal. All communication with the City will be with this person. Supply the following contact information in the proposal:

- Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
- mailing address,
- telephone number, cell phone number, and
- e-mail address.

DOCUMENT 2 Title: **Project Team, Resumes / Statements of Qualification, References** **20 Points**

- This document must be no more than twelve (12) pages,

A. Project Team and Resumes/Statement of Qualifications

i. Provide an organizational chart for the project team.
ii. Identify the following team members:
   1. Principal in Charge of the Project
   2. Project Manager
   3. Site Superintendent
   4. Other Key Personnel
   5. Key Sub-Consultant Personnel
iii. For each individual listed above, answer the following questions. Please use a separate page for each team member.
   1. Where is this individual located?
   2. How long has this individual been employed by this respondent?
   3. Years of experience?
   4. Licenses or accreditation?
   5. What is the availability of this individual to devote time to the project?
   6. What is this individual's length of experience with the project team?

7. Give 3 examples of specific experience relevant to this project.

iv. Provide one page resumes for all key personnel and sub-consultants identified in A ii.

B. References.

Supply at least three references for work or services like the project in this RFP (don't include the City of Alpharetta). These references must be for work or services provided within the last three years.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this RFP. Poor references from any source are grounds to disqualify a proposal.

DOCUMENT 3 Title: Technical Proposal, Project Approach *34 Points*

- This document must be no more than ten (10) pages,

A. **Project Approach**

i. Explain how the project team will approach this project.
ii. Discuss how the team will approach the project within a reasonable budget.
iii. Comment on how the team will manage interaction with City staff.
iv. Discuss team organization, logical sequence of work, staff coordination, quality control, and other critical project components.
v. Provide a preliminary schedule, noting major milestones.
vi. Explain why the Respondent's project approach is the most beneficial for our City. What are the specific reasons why the Respondent's approach will be successful, efficient, and cost effective?

B. **Examples of Previous Projects**. If it fits the purpose of this RFP, you can use this section to highlight previous work, services, etc. Keep this section to projects that are like our request in this RFP. Include no more than six (6) examples.

DOCUMENT 4 Title: Available Resources *33 Points*

- This document must be no more than five (5) pages,

A. **Available Resources.**

i. Include a list describing the personnel, equipment, materials, sub-contractors, and any other resources available to you and that may be needed and used in order to show your ability to do the work or services as requested in this RFP.

ii. Include **proof of insurance** that meets or exceeds required limits found in the Information and Contract Terms & Conditions document provided as part of the RFP.

Cost Proposal *10 Points*

A cost proposal form is provided separately in Excel format and must be completed with each proposal. Please see below for a screenshot of the cost proposal.

RFP 22-114 Event Logistics, Marketing, and Sponsorship for Wire and Wood		
Bidder Name:		
Please provide pricing for each segment of work the company is bidding on based on the deliverables requested in the Scope of Work.		
Item	**Price**	
Event Logistics Segment	**$ -**	**Max $20,000**
Planning (minus Street Team)		
Street Team		
Day-of Event		
Post-Event		
Marketing Segment	**$ -**	**Max $10.500**
Graphic Design		
Social Media & Digital Marketing		
Public Relations & Traditional Media Communications		
Total	**$ -**	
Sponsorship Segment		
Total Sponosorship Sales Goal ($$$)		

Required Forms:

- We have provided a document file with three required forms. You must complete these forms and return to us with every proposal.
- Below are the required forms for all proposals:

  A. **IRS Form W-9**

  B. **Bidder's Disclosures and Certifications**

  C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

> ❖ ***E-Verify side note*:** Companies return this form to us incorrectly more often than anything else we request in our RFPs.
>
> ❖ Top mistakes include wrong number or missing information.
>
> ❖ State of Georgia law requires that we have this completed form before we can review a bid or proposal.
>
> ❖ A form with errors doesn't fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
  - No A,B,Cs.
  - It's different from your Tax ID, Employer Identification, or Social Security Number.
  - It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as RFP title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

D. **Local Vendor Preference** application is not a required document. ***3 Points***

Only if your company fits the requirements for a City of Alpharetta Local Vendor, provide the completed application along with all requested information/documents.

3. Other Required Information

Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **22-114**

RFP Title: **Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood**

INFORMATION AND CONTRACT TERMS & CONDITIONS

RFP Information

1. Offeror Acknowledgement

By submitting a Proposal for this request, the authorized signer and represented firm have read, understand, and agree to information within this RFP's documents including all required and informational documents, files, and forms posted to the Bonfire project webpage for this RFP. These documents make up the RFP. They will become part of any contract that may be awarded because of responses to this RFP.

By sending a Proposal, the Offeror acknowledges and agrees that:

a. The Offeror has carefully examined and fully understands the conditions and requirements of any proposed Work within this RFP.
b. The Offeror acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
c. The Offeror is satisfied with the actual conditions and requirements of the proposed Work.

Acknowledging these statements, the Offeror proposes and agrees that if the Offeror's proposal is accepted, the Offeror will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy, also following State of Georgia and Federal applicable laws. The City has the right to reject all bids or proposals, to reject any bid or proposal that has not followed or met the City's scope of work or specifications (non-responsive), or reject any bid or proposal that shows that a bidder cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or proposal pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

General Terms and Conditions

We will incorporate the City's standard terms and conditions into the Contract. Those terms and conditions are set forth below in this document and contract draft. We ask that Offerors notify the City of any Terms and Conditions that either prevent them from responding to this procurement or add unnecessary cost. The Offeror must make this notification in writing either as a written question sent before the question deadline or with the Offeror's response.

1. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and must follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, must specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B)of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

2. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English ability.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

3. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are allowed after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders more than $50,000.00 or 10% of the original contract will require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees must perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective

standard of review of past performance. We will review requests for any substitution and may be approved by the City at its sole discretion. We will not recognize any verbal agreements to the contrary. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor must provide the City with prompt written notice of the need for such substitution and must cooperate with the City in providing a replacement.

4. General Insurance Requirements

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this RFP. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carries issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

- **Workers Compensation:** Workers Compensation $500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

  Commercial General Liability $1,000,000 each occurrence
  $1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

  Bodily Injury Liability $1,000,000 each occurrence
  Property Damage Liability $ 100,000 each occurrence
- **Excess Umbrella Liability:**

  Combined Single Limit Bodily Injury
  and / or Property Damage $1,000,000 each occurrence
  $1,000,000 aggregate

Insurance; Indemnification. The awarded Consultant must keep the types and amounts of insurance set forth as from time to time will be requested by the City. The awarded Consultant must supply proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Consultant will indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Consultant's, or Consultant's agents', employees' or subconsultants', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation will not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order will be considered to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

5. Invoicing, Payment Processing, ePayables,

Replying to this RFP confirms Bidder's agreement to accept electronic payments (*ePayables*) of invoices if awarded the contract.

6. Term.

The Contract is for a term of (5) years, starting April 1, 2022**,** and ending March 31, 2027, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting April 1, 2022, and ending at 11:59 p.m. (Eastern Time) on [March 31, 2027 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from April 1, 2022 through 11:59 p.m. (Eastern Time) on March 31, 2023, and will automatically renew for additional one (1) year terms, each beginning on April 1 following the existing term year and ending at 11:59 (Eastern Time) on March 31 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract hourly rates for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

7. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced here and/or incorporated here, and any addenda hereto, and the response of the awarded Consultant, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth here do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Consultant under

any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

8. Performance Prior to Contract Execution

The successful Consultant will not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Consultant. Any Consultant beginning performance prior to the execution of the Contract will be proceeding at the Consultant's risk and will not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

9. Subconsultants

The highest-scoring responsive and responsible Consultant will be the prime consultant if a contract is awarded and executed and will be responsible, in total, for all work of any subconsultants. All subconsultants, if any, must be listed in the Consultant's response to this procurement. The City reserves the right to approve all subconsultants. The Consultant will be responsible to the City for the negligent acts and negligent omissions of all subconsultants or agents and of persons directly or indirectly employed by such subconsultants, and for the acts and omissions of persons employed directly by the Consultant. Further, nothing contained within the procurement, or otherwise in the Contract Documents created because of any contract award derived from the procurement, will create any contractual relationships between any subconsultant of the Consultant and the City.

10. Independent Consultant

The Consultant will always be acting as an independent consultant and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Consultant will have no authority to contract for or bind City in any manner. Neither the Consultant nor its employees are employees of the City. The Consultant will have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Consultant must supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Consultant's response to the procurement at the address listed on the Cover Page of the procurement.

11. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the physical performance of services unless the Consultant registers and takes part in a federal work authorization program (E-Verify). Further, Consultants submitting a Proposal for the physical performance of service must include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Consultant will give a response for the physical performance of service unless the Consultant takes part in a Federal Work Authorization Program and follows the requirements of O.C.G.A. § 13-10-91.

1) Per O.C.G.A. § 13-10-91, the Consultant represents, warrants, acknowledges, and/or agrees that:

a) The Consultant has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
b) Subconsultants will not enter into any contract with the Consultant for the physical performance of services within the State of Georgia unless such subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
c) Sub-subconsultants will not enter into any contract with a subconsultant or sub-subconsultant for the physical performance of services within the State of Georgia unless such sub-subconsultant registers and takes part in a federal work authorization program to verify the employment eligibility of all newly hired employees.

2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions about E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Consultant, Subconsultant, and Sub-subconsultant Evidence of Compliance:

1) The Consultant, if entering a contract with the City supplying the physical performance of services, will follow the requirements of O.C.G.A. § 13-10-91.
2) Per O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant in connection with a covered contract, Consultant will secure from such subconsultant attestation of the subconsultant's compliance with O.C.G.A. § 13-10-91 by the subconsultant's execution of the subconsultant affidavit, the form of which is provided in Appendix B hereof and keep records of such attestation for inspection by the City at any time. Such subconsultant affidavit will become a part of the consultant/subconsultant agreement.
3) Pursuant to O.C.G.A. §13-10-91, in the event the Consultant employs or contracts with a subconsultant that employs or contracts with any sub-subconsultant, the subconsultant will secure from such sub-subconsultant attestation of the sub-subconsultant's compliance with O.C.G.A. § 13-10-91 by the sub-subconsultant's execution of the sub-subconsultant affidavit, the form of which is also provided in Appendix A hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subconsultant affidavit will become a part of the subconsultant/sub-subconsultant agreement.
4) The Consultant must follow all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations issued in relation thereto.
5) All portions of contracts about compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations issued in relation thereto, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.
6) Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement's Cover Page prior to review of Consultant's response.

12. Compliance with Laws

The Consultant will, in performance of work under the Contract, fully follow all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Consultant subjects subconsultants to the same provision. The Consultant agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas by the persons performing the contract.

13. Termination

This Contract may be ended prior to the term ending by either party in case of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party will give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective at once upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be ended prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Consultant. In case of such termination, the Consultant will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Consultant in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Consultant prior to such date will survive termination of this Contract.

14. Ownership of Work Product

In the event Consultant prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

Contract Draft

It is the intent of the City to execute a contract like this draft with the successful Offeror. By replying to this RFP, Offerors confirm review and agreement with this contract language.

If an Offeror has any exceptions to the contract provisions, please include your requested revisions in the Questionnaire for the RFP.

BEGIN DRAFT

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective upon execution, by and between [contractor], a [company type] with its principal office located at [contractor address] (the "Contractor") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated February 17, 2022 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated March 17, 2022 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal will control. Subject to the foregoing, if a conflict between the language in the RFP and the Proposal, the language in the

former will govern.

2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "Work") and, in general, include the following: **EVENT LOGISTICS, MARKETING, AND SPONSORSHIP SALES FOR WIRE AND WOOD,** consisting of, but not limited to, drafting timelines, building maps/site keys, managing vendors both pre-event and in-event, and hiring/paying staff to work the day of the event; creating a strategy to maintain and grow the social media followers and engagement, promote the event details and artists, and produce content and graphics for internal and external communication; and scouting, negotiating, and fulfilling sponsor contracts with businesses and organizations that align with the event and Alpharetta's target markets. .

3. Contract Prices. As finally awarded by the City, the City will pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.

4. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

   Invoices must be sent to:

   City of Alpharetta
   Recreation, Parks & Cultural Services
   2 Park Plaza
   Alpharetta, GA 30009

   Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5. Commencement of Work; Time for Performance.

(a) Commencement of Work. The Contractor must not proceed to perform the Work until on or after contract execution.

(b) Time for Performance. Contractor's time for performance of each part of the Work will be as set forth in the RFP or as otherwise mutually agreed to by the Parties prior to the commencement of the work.

(c) Time is of the Essence. All limitations of time in this Contract are of the essence.

6. Term.

The Contract is for a term of (5) years, starting April 1, 2022, and ending March 31, 2027, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting April 1, 2022, and ending at 11:59 p.m. (Eastern Time) on [March 31, 2027 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from April 1, 2022 through 11:59 p.m. (Eastern Time) on March 31, 2023, and will automatically renew for additional one (1) year terms, each beginning on April 1 following the existing term year and ending at 11:59 (Eastern Time) on March 31 of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term. The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract hourly rates for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

7. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior

to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

8. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services must be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Contractor must comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services must comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City; (c) Contractor must perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract; (d) All services performed by the Contractor under this Contract must be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

9. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.

10. Insurance.

(a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars ($500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars ($1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars ($100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.

ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.

iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and

continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to

continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

11. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation will not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract will be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

12. Subcontractors and Contractor Personnel.

(a) No Subcontractors. No subcontractor or consultant will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.

(b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.

(c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:

(i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;

(ii) Disciplinary reasons;

(iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or

(iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

13. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.

15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City will be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product will accrue to the City, provided the City has paid for the services in full.

16. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

(a) If to the Contractor, at the following address:

[contractor name]
[contractor address]
Attention: [contractor contact]

(b) If to the City, at the following address:

City of Alpharetta

Recreation, Parks & Cultural Services
2 Park Plaza
Alpharetta, GA 30009
Attn: Morgan Rodgers, Director

(c) With a copy to:

Michael D. Stacy
Alpharetta City Attorney
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338-2668

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

17. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.,* the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.

18. Confidential Information.

(a) Access to Confidential Information. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor will presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

i. The Contractor will provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;

ii. Policies of confidentiality will address, as appropriate, information conveyed in verbal, written, and electronic formats;

iii. The Contractor must designate one individual who will remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

iv. The Contractor must provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City will remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

(b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract will be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary Data*) hereof, as between the parties, any data supplied to or created by the Contractor will be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

(c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor will promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

(d) Reporting of Unauthorized Disclosure. The Contractor will immediately report to the City any unauthorized disclosure of confidential information.

(e) Survives Termination. The Contractor's confidentiality obligation under the Contract will survive termination of the Contract.

19. Rights in Proprietary Data; Intellectual Property; Nondisclosure and Confidentiality.

(a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 will mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.

(b) Rights in Data. As between the parties, all Proprietary Data will be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City will have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.

(c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract will be subject to copyright protection owned by a third party in the United States of America or other country. Contractor will not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.

(d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not

subject to an obligation of confidence imposed in another relationship; (c) subsequent to disclosure is obtained from a third party whom is lawfully in possession of such information and not subject to a contractual relationship to Contractor with respect to such information; (d) is in the form of a record which is otherwise subject to required disclosure as an open record under applicable Federal and state laws; or (e) is ordered to be disclosed by a court of competent jurisdiction. In regard to other Proprietary Data received under or through this Contract, the City will work with Contractor on implementing a process designed to protect proprietary and confidential information and keep any employee receiving such information from unauthorized publication and disclosure of such information. City agrees that access to and dissemination of such information will be limited to its employees having a need to know. City will continue to keep appropriate internal policies and procedures which in its judgment are reasonably sufficient to protect the confidential nature of such information.

(e) Limitation. Except as otherwise provided for herein, nothing in this Contract will be interpreted as granting any rights to the City under any pre-existing patent, copyright, know-how, or any other intellectual or proprietary rights of the Contractor.

20. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (*https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES*) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.

ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.

(c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

21. Miscellaneous.

(a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and

local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

(b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.

(c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.

(d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.

(e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.

(f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

(g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.

(h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.

(i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

(j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.

(k) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

(l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will 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 agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.

(m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

(n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.

(o) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.

(p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

END DRAFT

Appendix A: City Truck Route Allowed Truck Routes and Map

Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided in Appendix A of this document and available for review online at:

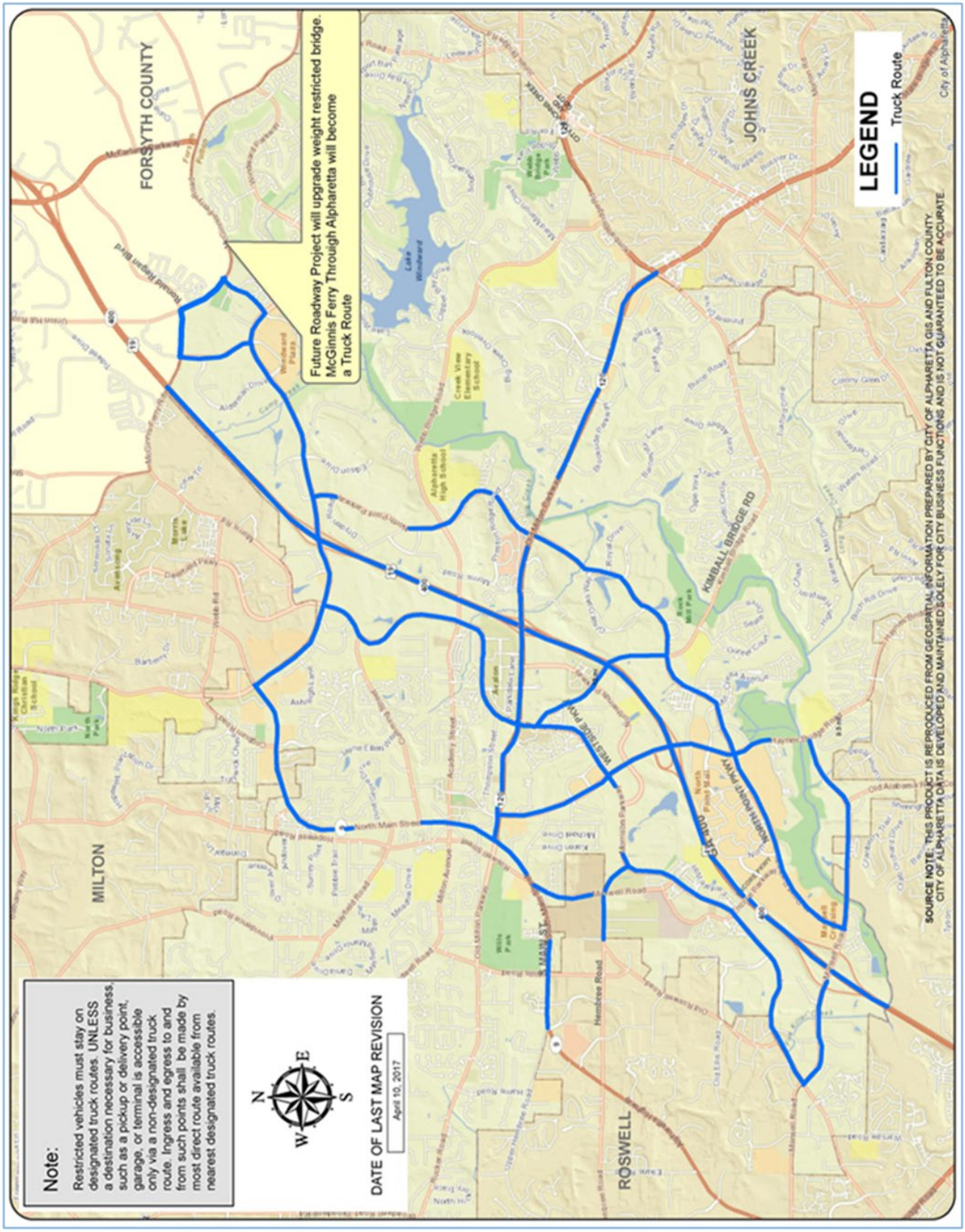
http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30′), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

1) SR 9 (North Main Street – South Main Street)
2) SR 120
3) Haynes Bridge Road (SR 120 to City Limits)
4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
5) Mansell Road

6) Maxwell Road (SR 9 to Hembree Road)
7) McGinnis Ferry Road
8) North Point Parkway
9) Union Hill Road
10) Westside Parkway
11) Windward Concourse
12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places will be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.


Note:
Restricted vehicles must stay on designated truck routes. UNLESS a destination necessary for business, such as a pickup or delivery point, garage, or terminal is accessible only via a non-designated truck route. Ingress and egress to and from such points shall be made by most direct route available from nearest designated truck routes.
N
E
S
W
DATE OF LAST MAP REVISION
April 10, 2017
Future Roadway Project will upgrade weight restricted bridge. McGinnis Ferry Through Alpharetta will become a Truck Route
FORSYTH COUNTY
MILTON
ROSWELL
JOHNS CREEK
KIMBALL BRIDGE RD
NORTH POINT PKWY
WEST BLUE PKWY
MAIN ST
Henderson Road
Lake Windward
LEGEND
Truck Route
SOURCE NOTE: THIS PRODUCT IS REPRODUCED FROM GEOSPATIAL INFORMATION PREPARED BY CITY OF ALPHARETTA GIS AND FULTON COUNTY. CITY OF ALPHARETTA DATA IS DEVELOPED AND MAINTAINED SOLELY FOR CITY BUSINESS FUNCTIONS AND IS NOT GUARANTEED TO BE ACCURATE.
City of Alpharetta

Appendix B: Informational Forms

1. Subcontractor E-verify Affidavit
2. Sub-subcontractor E-verify Affidavit

Subcontractor E-verify Affidavit

AFFIDAVIT VERIFYING SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

Sub-subcontractor E-verify Affidavit

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING SUB-SUBCONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract.

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization (E-Verify) User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

_____ _____
NOTARY PUBLIC My Commission Expires

RFP 22-114 Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood

Bidder Name:

Please provide pricing for each segment of work the company is bidding on based on the deliverables requested in the Scope of Work. The sub-totals and total will auto-calculate

Item	Price
Event Logistics Segment	**$ - Max $20,000**
Planning (minus Street Team)	
Street Team	
Day-of Event	
Post-Event	
Marketing Segment	**$ - Max $10.500**
Graphic Design	
Social Media & Digital Marketing	
Public Relations & Traditional Media Communications	
Total	**$ -**
Sponsorship Segment	
Total Sponosorship Sales Goal ($$$)	

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: **22-114**

RFP Title: **Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood**

RFP Q&A Posting Date: March 9, 2022

QUESTIONS & ANSWERS, CLARIFICATIONS

TO ALL OFFERORS:

1. We have included in this document the questions that we received from interested consultants, along with our answers to these questions.
2. This is NOT an Addendum. We have not made any changes to the RFP. It is simply for clarification purposes.
3. We will add this to the RFP documents as record of our Q&A.

Q1 Are you open to display advertising (i.e., banner & video)?

A1 The City has an allocated marketing budget for this event that has previously been used to purchase social media boosts, print ads, and signage. If the exposure from a proposed marketing mix, including display advertising, will be more effective than the current reach, we would be open to adding this to our expenses so long as all proposed marketing expenses can fit within the allocated marketing budget.

Q2 Do you have the creative assets (i.e. video & banner) you would like to use in a paid advertising campaign?

A2 Other than the event logo, all creative assets will be designed by the selected vendor.

Q3 What are the targeted areas or locations?

A3 The targeted areas and locations are to be determined by the selected vendor when they establish the marketing strategy.

Q4 I'm only interested in the marketing proportion of the RFP, can I submit a proposal just for this part of the RFP?

A4 Yes, an offeror may enter a proposal for only the marketing portion of the Wire & Wood Request for Proposal.

Q5 I'm only interested in the marketing proportion of the RFP, can I submit a proposal just for this part of the RFP?

A5 Yes, an offeror may enter a proposal for only the marketing portion of the Wire & Wood Request for Proposal.

Q6 The cost or pricing for our services isn't required in our proposal, correct?

A6 Please refer to the RFP 22-114 Cost Proposal. It is a separate document that will need to be uploaded as part of your submission.

Q7 How many bands do you all except to book. Similar to last year?

A7 There are about 3 bands booked per Wire & Wood stage each day, totaling 30+ bands per year. The addition of Music Match artists will be determined by the number of local restaurants interested in participating, which added ~15 artists in our inaugural year. Though we do promote key Wire & Wood artists individually, we plan to promote Music Match as a program.

Q8 How many food/drink vendors are you all looking to have? Cost to participate? Is alcohol allowed?

A8 At this time, we do not anticipate a need for added food/drink vendors as there are dozens of restaurants within and surrounding the event footprint. The location of this festival is within the City's open container ordinance for the downtown area.

Q9 Website: Access to the existing website to make updates?

A9 The Wire & Wood website is set up via Wordpress using the Elementor builder. Back end access will be granted to the selected vendor for necessary content updates.

Q10 Access to the Instagram account?

A10 Access to the Instagram account, @wireandwoodfest, will be granted to the selected vendor to manage posts, stories, comment, and likes.

Q11 Does the $30,500 budget include non-contracted vendors, contracted city services, staging, and artists?

A11 The $30,500 budget is reserved for the selected event logistics and marketing vendor(s). Other contracted city services, non-contracted vendors, stage production and talent will bill from a separate budget

Q12 Does the $30,500 budget include agency fees? Or would we provide our fee on top of the $30,500? Or would the agency only receive the 20% commission from sponsorships?

A12 All fees for event logistics and marketing services needed to execute the project outlined in the scope of work will be paid for with the $30,500 budget. The sponsorship team is to be compensated through commission only.

Q13 You all mention the following: "Event Logistics team will be paid should the event be produced successfully." How would you all measure a "successfully produced" event?

A13 A successfully produced event will adhere to and/or exceed the expectations listed in the scope of work.

Q14 What has the sponsorship revenue been for past events?

A14 Over the last 5 years, this event has averaged $15K in sponsorship per year. Though sponsorship for this event has not been a top priority for the City in the past, the selected vendor can establish a more aggressive business model moving forward.

Q15 Can you provide a list of sponsors from previous events?

A15 A list of previous sponsors will be shared with the selected vendor.

Q16 Who sold sponsorships in the past?

A16 The City previously hired an event management company, and sponsorship sales were included in the contract's scope of work.

Q17 Will sponsor names be listed on the website for the entire year?

A17 Yes, sponsor names and logos can be listed on the www.wireandwoodalpharetta.com website for a year.

Q18 Pg 2 of 14, Para 6e - What is meant by "available resources" under the Evaluation Criteria? How will this be measured to maximize points?

A18 Available Resources is outlined in the Scope of Work-Proposal Submission document, pg 12, Document 4.

Q19 Pg 8 of 14, Para D (Financials) - What is meant by All participant, sponsor, and vendor fees belong to the City?

A19 All fees that the event logistics, marketing or sponsorship sales team negotiate from other participants, sponsors or vendors will be invoiced by and directly paid to the City. The City will then pay the selected vendor(s) per the contracted amount or rate.

Q20 Pg 3 of 14, Para 1 - Says the total budget, including sponsorship sales is not to exceed $30,500 in Calendar Year 2022, please explain why the Cost Proposal lists a line item that

would go over and beyond this max number. Also, what are the not-to-exceed numbers for the four additional Option Years within five-year contract, if awarded?

A20 The total budget referenced in this line is the City's allocated operating budget. Incoming funds from sponsorship sales is classified as revenue and does not funnel into the operational budget. Sponsorship sales commission would be issued from the revenue account rather than the event's allocated operating budget of $30,500. Renewal terms are outlined in the Information and Contract Terms and Conditions document, pg 4, Section 6.

END

CITY OF ALPHARETTA
LOCAL VENDOR PREFERENCE (LVP)

It is the policy of the City to invest in the local community when appropriate through securing goods/services from local businesses at competitive pricing and terms. This is to encourage local businesses to compete for City Business for formal procurement with a contract value of $50,000.01 to $500,000.00.

To apply for the Alpharetta LVP, the Vendor must meet the following requirements:

- Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which said business is responding;
- The permanent place of business must distribute goods/services and cannot be a post office box or a residence;
- Has a valid business license from the City; and
- Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, etc.).

For preference, Alpharetta Vendors must complete and return the Local Vendor Certification Form located at the end of this document. Every Vendor seeking qualification for local preference must include this form with vendor's response to this eligible procurement. The completed form must be accompanied with all required documentation noted on the form.

An Alpharetta vendor that has submitted the Local Vendor Certification Form with all required information and has been confirmed as eligible by City personnel will be given preference in contract award for their responsive and responsible bid (ITB)/proposal (RFP) if:

For an ITB: If the lowest responsive and responsible Bidder is a non-Alpharetta vendor:

- Alpharetta vendor will be given preference in contract award if their responsive and responsible bid is within three percent (3%) of the lowest responsive and responsible bid.
- If multiple Alpharetta vendors are within three percent (3%) of the lowest responsive and responsible bid, then contract award will go to the Alpharetta vendor with the lowest responsive and responsible bid.

For an RFP: Alpharetta Vendor preference of three percent (3%), or equivalent unit of measure, shall be provided as an evaluation criterion.

Exceptions:

a. Formal solicitations with a contract value of $500,000.01 or greater;
b. Public Works Construction Projects totaling $100,000.00 and greater (O.C.G.A. Chapter 91 of Title 36);
c. Sole Source, Single Source, Name Brand, and Cooperative Purchasing Agreements;
d. Federal or State law prohibits the use of local preference;
e. The work is funded in whole or part by a governmental entity that prohibits the use of local preference;
f. The Alpharetta vendor is either non-responsive or non-responsible;
g. All bids submitted exceed the budget amount and supplemental funding is not available;
h. Emergency purchases; and
i. The procurement Official, City Administrator, and/or City Council my exempt any formal solicitation from the Alpharetta Vendor Preference.

Local Vendor Certification Form

City of Alpharetta

Local Vendor Certification Form

Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone: 678-297-6094
Fax: 678-297-6063
www.alpharetta.ga.us

The City of Alpharetta has enacted an Alpharetta Vendor Preference (a.k.a. Local Vendor Preference) which applies to all formal procurements between $50,000.01 and $500,000.00 excluding Public Works Construction Projects ($100,000.00 and greater), grant funded projects, and other exceptions as set forth in Section III(E) of the Alpharetta Purchasing Policy.

Invitation to Bid (ITB): An Alpharetta Vendor will be given preference in contract award if their responsive and responsible bid is within 3% of the low-bid offered by a non-Alpharetta vendor.

Request for Proposal (RFP): An Alpharetta Vendor will be provided a preference of 3% as an evaluation criterion.

Alpharetta Vendors must submit this form with their ITB/RFP to receive the preference.

Qualifications

A person or business entity must meet ALL of the following criteria to qualify as an Alpharetta Vendor. Please check all the apply.

☐ Has a permanent place of business with full-time employee(s) within City limits for a minimum of six months prior to the issuance date of any formal solicitation to which the business will be responding. The permanent place of business must distribute goods/services and cannot be a post office box or a residence.

☐ Has a valid business license from the City.

☐ Is not delinquent on any taxes/fees owed to the City (e.g. property taxes, business license fees, false alarm fees, etc.).

Certification

Business/Company Name: _____

Current Business/Company Address: _____

If the business has been located at the above address for less than six months, please provide the previous physical address below.

Previous Business/Company Address: _____

The place of business identified above employs the following number of full-time employee(s): _____

City of Alpharetta Business License # _____

Please provide a copy of you current City of Alpharetta Occupational Tax Certificate Business Registration (a.k.a. Business License) with your ITB/RFP response.

Business Representative Approval/Contact Information

Name (print):		Date:	
Position Title:		Phone #:	
Signature:		E-mail:	

This Section is for City Use Only

Qualifications Verification: _____ Date: _____

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Contractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date _____ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

_____

NOTARY PUBLIC

My Commission Expires: _____

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: _____

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☐	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION. PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals: 1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency; 2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; 3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification; 4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

_____
Company Name

_____
Signature of Authorized Officer or Agent

_____
Date

_____
Printed Name & Title of Authorized Officer or Agent

_____
Company Address

Subscribed and sworn before me on this the

_____day of _____, 20_____

_____
Notary Public

_____
My Commission Expires

Response to: RFP # 22-114
Event Logistics, Marketing, and Sponsorship Sales for Wire & Wood

Document 1 – Company Information

Prepared For: City of Alpharetta
Abby Shipp - Procurement Agent
purchasing@alpharetta.ga.us

Prepared By: Laura Valente, President
Premier Events
1825 MacArthur Blvd
Atlanta, GA 30318
PH: 770-241-4566
Email: laura@premiereventslive.com

Premier Events is delighted to present this proposal to the City of Alpharetta for Event Logistics, Marketing, and Sponsorship Sales for Wire & Wood. Founded in 1994, Premier Events successfully manages more than 300 event and concession projects annually for municipalities, real estate owners/managers, universities, civic and non-profit organizations, and privately owned festivals and events. Our company offers comprehensive services covering all aspects of event development, planning, and management. Our knowledge, experience, relationships, resources, and dedicated team of 'event-makers' offer critical advantages for the City of Alpharetta in several areas.

We know Wire & Wood and the City of Alpharetta.
Our team has managed logistics, marketing, and sponsorship for Wire & Wood since its inception in 2014 and has worked with the City of Alpharetta on several other events for many years. We understand the event's history, what has resonated with event fans, and local businesses' concerns in Alpharetta's thriving and growing downtown area.

We excel in planning and implementing to achieve a flawless execution.
Our team specializes in producing professional quality festivals for municipalities. Wire & Wood must showcase the City of Alpharetta and its diverse community while delivering an exceptional experience for guests and all participants. We have a proven reputation for planning, communicating, troubleshooting, and executing to success.

We understand music festivals and concerts.
We are music industry experts. We are connected, we know production, we understand the needs of performers, and we 'get' what excites music fans. Premier Events works with many other music festivals and projects, including overall management of the Frederick Brown Jr. Amphitheater in Peachtree City, Music Midtown, Sweetwater 420 Festival, Town Green in Peachtree Corners concerts (100+ events per year), Virginia-Highland Summerfest, and many more.

We find winning solutions.
Our resourceful team has extensive experience managing free admission events in downtown and live-work-play communities. We understand how to involve impacted businesses and residents to secure support for future events. We have successfully steered operations plans, business participation and neighborhood impact campaigns for many projects, including the Town Green at Peachtree Corners, Avalon, the City of Brookhaven, the City of Woodstock, and many more.

We are creative event marketers.
We create and implement impactful event marketing and promotional campaigns that increase awareness and drive attendance. We have developed and facilitated integrated marketing campaigns for hundreds of ticketed and free admission concerts or festivals utilizing traditional media, social media, public relations, and grassroots marketing.

We secure sponsorships.
We have a reputation for delivering win-win solutions for corporate sponsors and events. We recognize sponsorship can be key to expanding the events programming and underwriting event costs. We work with several municipalities to secure sponsorship funding for events, including the City of Peachtree City, the City of Brookhaven, the City of Woodstock, and more.

Business Organization
Premier Events is a for-profit LLC. In addition, we have several other corporate entities specific to a client or the type of service that we offer. All entities operate as Premier Events.

Phoenix Concessions	Festival / Event Concessions
Chastain Concessions	Chastain Park Amphitheater concessions
Collegiate Concessions	Kennesaw State Stadium and Georgia State Stadium concessions
City Park Concessions	Atlantic Station and Corporate event concessions
PTC Concession	Frederick Brown Jr Amphitheater concessions
PTR, LLC	Frederick Brown Jr Amphitheater venue management

PTR LLC is a joint venture LLC comprised of Premier Events, RCS Productions, and Ticket Alternative, which manages all aspects of the Frederick Brown Jr. Amphitheater on behalf of the City of Peachtree City.

Our business location is 1825 MacArthur Blvd, Atlanta, GA 30318

The owners of Premier Events are three respected event industry veterans. Laura Valente oversees all Event Management, Marketing, Entertainment, and Sponsorship projects; Rob Frazer manages Business Development and Concessions Operations, and Jonathan Rawls is the company CFO and Business Affairs Manager. Our full-time team of fifteen each has 5 – 30 years of event management experience. We employ an additional 20 seasonal full-time employees of managers, administrative, and support team members. In addition, we employ 300 part-time event staffers, bartenders, barbacks, and crew.

Project Contact:
Laura Valente, President - Premier Events
1825 MacArthur Blvd, Atlanta, GA 30318
C: 770-241-4566
Email: Laura@premiereventslive.com

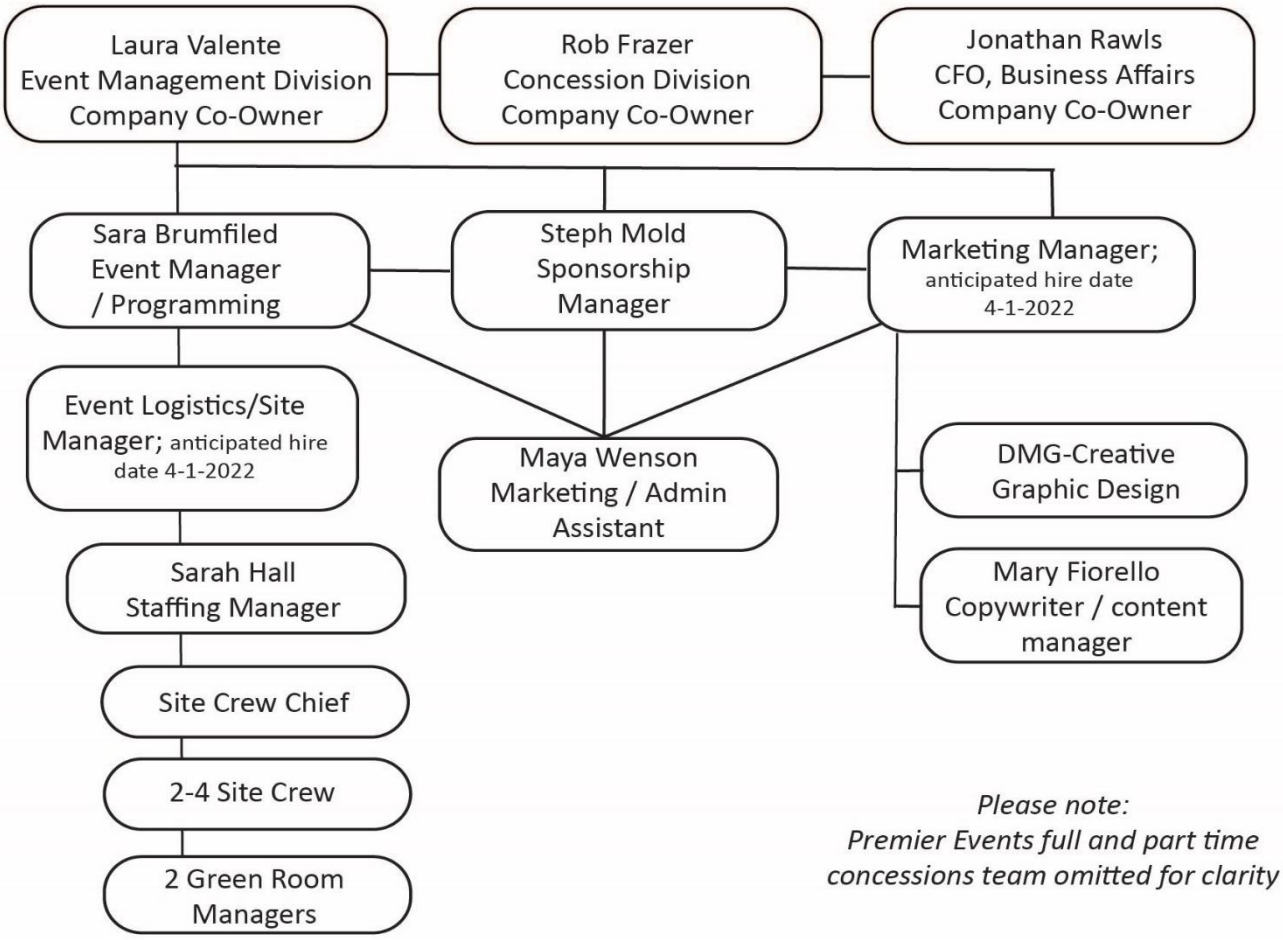
Response to: RFP # 22-114
Event Logistics, Marketing, and Sponsorship Sales for Wire & Wood

Document 2 – Project Team

Prepared For: City of Alpharetta
Abby Shipp - Procurement Agent
purchasing@alpharetta.ga.us

Prepared By: Laura Valente, President
Premier Events
1825 MacArthur Blvd
Atlanta, GA 30318
PH: 770-241-4566
Email: laura@premiereventslive.com

ORGANIZATIONAL CHART



Please note:
Premier Events full and part time concessions team omitted for clarity

PROJECT TEAM MEMBERS

Principle in Charge
Laura Valente
President / Co-Owner Premier Events
33-year event management veteran specializing in logistics, marketing, sponsorship, and talent acquisition/production. Past projects have included management, marketing, and talent buying of the Music Midtown Festival (1994 – 2000), marketing and talent buying for Roxy Theater (1993 – 1997), management of On the Bricks (2001-2006), Dancin' in the District (2001 – 2006), DC Sessions (2002-2006), Memphis Jam (2003 – 2006) and more than 300 event projects for Premier Events clients such as the High Museum of Art Atlanta Wine Auction, Atlanta Jazz Festival for City of Atlanta, Frederick Brown Jr Amphitheater venue management for City of Peachtree City, Virginia-Highland Summerfest, Sweetland Amphitheater (LaGrange, Ga), Taste of Atlanta, Atlanta Jazz Festival/City of Atlanta, Atlanta Dogwood Festival, Atlanta Bar-B-Q Festival, Atlantic Station (multiple event projects), Avalon Grand Opening Ceremonies and Tree Lighting events, Leukemia and Lymphoma Society Light the Night, Burt's Big Adventure Atlanta Moon Ride and many more.

1. Where is this individual located? Premier Events Atlanta office

2. How long has this individual been employed by this respondent? Partner and co-owner of Premier Events since 2009

3. Years of experience? 33 years

4. Licenses or accreditation? International Festivals and Events Association Certified Festival and Event Executive (CFEE)

5. What is the availability of this individual to devote time to the project? 8-10 hours per week during early planning stages, 15 hours per week two months out, 25 hours per week three weeks before the event, and on-site management at the event

6. What is this individual's length of experience with the project team? 13 years

7. Give 3 examples of specific experience relevant to this project.

Frederick Brown Jr Amphitheater/City of Peachtree City – venue management, marketing, and sponsorship

City of Brookhaven – 2021 Summer Block Party and 2022 Brookhaven Cherry Blossom Festival sponsorship and logistics support

City of Peachtree Corners – Town Green event management and marketing consulting

Event Manager
Sara Brumfield
Senior Event Manager, Programming Specialist – Premier Events
Premier Events team member since 2019
13 years of Event Management experience consisting of festivals and corporate events. Event projects have included 100+ events annually for Peachtree Corners Town Green, High Museum Atlanta Wine Auction, Atlanta Jazz Festival for the City of Atlanta. Management of more than 1000 public admission and private rental events for Fernbank Museum of Natural History, including Fernbank After Dark.

1. *Where is this individual located?* Premier Events Atlanta office

2. *How long has this individual been employed by this respondent?* February 2019

3. *Years of experience?* 13 years

4. *Licenses or accreditation?* No official accreditations but 13 years of practical experience.

5. *What is the availability of this individual to devote time to the project?* Advance project commitment 5 hours per week, growing to 15 hours a week 4-6 weeks before the event, plus on-site management

6. *What is this individual's length of experience with the project team?* 3 years

7. *Give 3 examples of specific experience relevant to this project.*

   Town Green/City of Peachtree Corners – venue management, logistics, entertainment programming, and marketing; 100+ events annually, including a concert series that attract 6000+ attendees per event

   Crabapple Festival - City of Milton – logistics management, vendor relations; One-day free admission festival with 150 vendors for 30,000 event attendees

   Atlanta Jazz Festival - logistics management, coordination of Volunteers, activity booking, management of consumer survey; event attracts 100,000 fans

Event Sponsorship Manager
Steph Mold
Sponsorship and Business Development – Premier Events
Proactive sales professional with proven success in procuring event sponsorship for ticketed and free-admission events. Sponsorships have included Children's Healthcare of Atlanta, T Mobile, Butler Lexus, Kiewit, Truist, SMC3, Reveille Wealth Management, Harry Norman Realty, Panasonic, Georgia Power, Pepsi/Buffalo Rock, Heaven Hill Distillery, Stella Rosa Wines, Eagle Rock, and many more.

1. *Where is this individual located?* Premier Events Atlanta office

2. *How long has this individual been employed by this respondent?* August 2018

3. *Years of experience?* 11 years

4. *Licenses or accreditation?* None

5. *What is the availability of this individual to devote time to the project?* Advance project commitment 12-25 hours per week, plus on-site management

6. *What is this individual's length of experience with the project team?* 3.5 years

7. *Give 3 examples of specific experience relevant to this project.*

   Frederick Brown Jr Amphitheater/City of Peachtree City – Sponsorship Sales and management; consistently increased overall sponsorship after 2018 (2019 – 16% increase, 2020 season canceled due to COVID, 2021 special season of half house, socially distanced concerts; 2022 – 40% increase)

   Brookhaven Summer Block Party /City of Brookhaven – sponsorship sales and management – with only 6 weeks to sell secured commitment for more than a six-figure sponsorship investment

   Taste of Woodstock / City of Woodstock - sponsorship sales and management

Graphic Design
Dwight Waggener – Owner/Creative Director - DMG Creative
Premier Events Subcontractor
Company founded in 2002 to provide graphic and website design By Dwight Waggenener a 20 year veteran of the industry. The company employs two full time graphic designers, a promotional product specialist and a sales manager.

1. *Where is this individual located?* DMG office – Woodstock Ga

2. *How long has this individual been employed by this respondent?* 20 years

3. *Years of experience?* 20+

4. *Licenses or accreditation?* None but 20+ years of practical experience

5. *What is the availability of this individual to devote time to the project?* 2 - 15 hours per week as needed to complete the scope of work

6. *What is this individual's length of experience with the project team?* 3.5 years

7. *Give 3 examples of specific experience relevant to this project.*

City of Woodstock Concert Series since 2012
The Mill Amphitheater - City of Villa Rica since 2013
Patriot Festival – City of Pigeon Forge
Frederick Brown Jr Amphitheater – City of Peachtree City
Town Green at Peachtree Corners – City of Peachtree CIty

Content Creator / Copywriting
Mary Fiorello
Marketing Communications Consultant
Award-winning content creator, producer, writer, marketing specialist, and social media manager with more than 25 years of media experience.

Career history includes Self-Employed /·Freelance (2011-Present), Cox Media Group – Georgia Lottery TV segment producer (20014 – Present), Gannett USA Today – Local Programming Manager & Supervising Executive Producer; Executive Producer Atlanta & Company (2005-2011), Coordinating producer for Larry King Live (2002 – 2005), WSB-TV – Local Programming Producer (1998-2002)

1. Where is this individual located? Atlanta home office.

2. How long has this individual been employed by this respondent? Project consultant on various events for Premier Events since 2015

3. Years of experience? 25+ years

4. Licenses or accreditation? No official accreditations but 25 years of copywriting for various events, restaurants, events, and media outlets

5. What is the availability of this individual to devote time to the project? 2-5 hours per week

6. What is this individual's length of experience with the project team? Mary has worked on a per-project basis as a consultant and content creator for Premier Events since 2015

7. Give 3 examples of specific experience relevant to this project.

Content creator for festivals, breweries, and restaurants including:
Inman Park Festival
Wrecking Bar Brewpub
German Bierfest
Inman Park Beer Chase
Summits Wayside Tavern

LAURA VALENTE
4033 Wylie Lane, Powder Springs, GA 30127
m: 770-241-4566 | e: laura@premiereventslive.com

SUMMARY OF EXPERIENCE

- Responsible for corporate fiscal operations; Formulated and controlled event budgets up to $4 million
- Established favorable relationships with City, Corporate, Civic, and Non-Profit organizations
- Management of full and part-time staff and third-party professional consultants
- Developed and managed events with attendance ranging from 100 to more than 500,000 attendees
- Developed and implemented corporate, venue, and event marketing campaigns; Generated value-added marketing campaigns with a single event yielding more than $6 million in coverage
- Directed creative development for corporate, event, and venue trademarks; Implemented branding, launch, and anniversary campaigns for venues, events, and corporate entities

CAREER HISTORY

Premier Events February 2009 - Present
Partner/Co-Owner after corporate merger Atlanta, Georgia
Oversees event management division which provides logistics, marketing, sponsorship, and entertainment for clients including the City of Atlanta, City of Milton, Avalon, Leukemia & Lymphoma Society, Atlanta Jazz Festival, High Museum Atlanta Wine Auction, City of Peachtree Corners Town Green, The Fred Amphitheater

Pure Entertainment, Inc. May 2006 – December 2009
Founder/President Atlanta, Georgia
Event management and marketing services for clients including Taste of Atlanta, Atlanta Dogwood Festival, Georgia Tech, Atlantic Station, Taste of Sandy Springs, Atlantic Music Conference

Mad Booking & Events, Inc. May 2001 – April 2006
President Atlanta, Georgia
Provided corporate management and oversaw all company event projects (four twelve-week concert series events; college booking program, national corporate-sponsored music tours); Responsible for companies most profitable year by increasing revenue by 61% and reducing expenses by 71%; Formulated strategy to increase sponsorship revenue by 85% in a single year

GotMerch.com May 2000 – February 2001
Director of Account Managers Atlanta, Georgia
Managed more than 140 client accounts an internal staff of 10 and Atlanta operations

Clear Channel Entertainment (now Live Nation) September 1990-May 2000
Marketing Director/Talent Buyer/Festival Manager Atlanta, Georgia
Development of Music Midtown Festival including budgeting, entertainment programming, marketing, sponsorship, event operations; Created average of 100 concert marketing campaigns per year; Talent Buyer for festivals, theatres, and clubs; Managed venue opening/operations for the Coca-Cola Roxy Theatre

EDUCATION

Georgia State University 1991
Bachelor of Science – Commercial Music Business Atlanta, Georgia

University of Georgia 1987 - 1988
Undergraduate Studies Athens, Georgia

Sara Brumfield
174 Lake Forest Drive, Acworth, GA 30102
404 863 1074 / sara@premiereventslive.com

PROFILE

Highly dependable and knowledgeable Event Manager with a strong background in client sales and management. Excellent builder of cordial and professional relationships with clients, colleagues, and supervisors. Thrives in environments that require multitasking, self-discipline, and problem-solving.

CAREER HISTORY

Premier Events February 2019 - Present
Event Manager
Key Event manager for company accounts with City of Peachtree Corners, Atlanta Jazz Festival, City of Milton, City of Woodstock.

- Oversees more than 100 events of various sizes and types for Town Green at Peachtree Corners
- Develops site maps, operational plans, and communications for event stakeholders
- Leads an on-site team of up to 20 employees in executing day of show operations plans
- Provides client and event management for assigned company projects, including Atlanta Jazz Festival, Crabapple Festival (Milton, GA), Taste of Woodstock, and more
- Programming manager for on-site consumer activations, kids activities, interactive games, market villages, and food trucks as needed for company projects.

Fernbank Museum of Natural History *May 2014 - February 2019*
Event and Beverage Manager
Sales of facility space and management of beverage program for all private, public, and internal events. Created, coordinated, and executed consumer event Fernbank After Dark.

- Increased public event attendance by 105% and revenue by 215%
- Raised private event beverage program revenue 25%
- Managed local distributor and vendor relationships for product purchasing and donations
- Managed budgets of $1.5 million
- Led bar staff team to ensure brand accuracy, excellent customer service, and general bar knowledge

Provino's Italian Restaurant April 2004 - *May 2014*
Manager
Managed both the front and back of the house conducted ongoing training and team building to enhance customer service. Achieved 70% profitability in food costs and payroll across the company

- Managed A/R and A/P processes for vendor invoices
- Consulted with event and catering clients regarding menu creations, pricing, presentation
- Conducted all beverage purchases and fostered strong vendor relationships

Stephanie "Steph" Mold
Atlanta, GA 30308
239.298.6406 | steph@premiereventslive.com

PROFILE

Experienced customer/client relations and business and event sales professional bringing enthusiasm, dedication, and an exceptional work ethic. Expert in customer/client services, account management, and marketing with a strong focus on meeting deadlines, impeccable organization, and retention. Passionate and outgoing with a dedication to customer/client satisfaction and teamwork.

CAREER HISTORY

Sponsorship and Business Development Manager August 2018 to Present
Premier Events - Atlanta, GA
Manages sponsorship initiatives for multiple company client festivals and projects, including Fred Amphitheater, City of Brookhaven, City of Woodstock, and more.

Board Member, Sponsorships February 2019 to January 2021
All Stripes - Atlanta, GA
Developed and facilitated sponsorships for All Stripes, a public group of LGBTQ and allied supporters of Atlanta United. Maintained strong business relations with sponsors. Responsibilities included agreement/contract creation and execution, marketing and promotions, on-site game day presence, and business growth and support.

Senior Account Executive August 2011 to June 2018
Carma Productions, Inc - Atlanta, GA
Sales Representative and Senior Account Executive. Created and executed sponsorships and partnerships of nationwide events. Managed all social media platforms and increased followers 400% within one year. Implemented new company branding initiatives ideas

Senator of Student Government September 2009 to March 2011
Wrote financial allocations for student organizations. Organized student events on campus

President of the Gay-Straight Alliance March 2009 to March 2011
Florida Gulf Coast University - Fort Myers, FL
Managed weekly meetings of over 100+ students. Presented at three major national conferences

Dean of Students September 2009 to March 2010
Florida Gulf Coast University
Oversaw multicultural student groups on campus. Worked with the campus Dean of Students to plan and execute events, ceremonies, and meetings

Education

Bachelor of Arts in English Literature & Language May 2011
Florida Gulf Coast University - Fort Myers, FL

COMPANY REFERENCES

Name: City of Peachtree City – Frederick Brown Jr Amphitheater
Years Performed: 5
Facility Location: Peachtree City, Georgia
Services Provided: Venue Management including sponsorship, marketing, and concessions management

Reference:
Paul Salvatore, CPFO, CGCIO
Financial Services Director, City of Peachtree City
151 Willowbend Rd, Peachtree City, GA 30269
P: 770-632-4270
E: psalvatore@peachtree-city.org

Name: City of Peachtree Corners- Town Green
Years Performed: 3
Facility Location: Town Green 5140 Town Center Blvd, Peachtree Corners, GA 30092
Services Provided: Event programming, logistics management, marketing consulting – 100+ events per year

Reference:
Diana Wheeler
Community Development Director
310 Technology Parkway, Peachtree Corners, GA 30092
P: 678-691-1204 Direct | 678-691-1200 City Hall
E: dwheeler@peachtreecornersga.gov

Name: High Museum Atlanta Wine Auction
Years Performed: 9
Facility Location: Atlanta Georgia USA
Services Provided: Event Logistics Management, restaurant coordination, entertainment booking

Reference:
Steven Hargrove, Wine Auction Manager
High Museum of Art
1280 Peachtree Street, Atlanta, GA 30309
T: 404-733-4425
E: steven.hargrove@high.com

Response to: RFP # 22-114
Event Logistics, Marketing, and Sponsorship Sales for Wire & Wood

Document 3 – Technical Proposal | Project Approach

Prepared For: City of Alpharetta
Abby Shipp - Procurement Agent
purchasing@alpharetta.ga.us

Prepared By: Laura Valente, President
Premier Events
1825 MacArthur Blvd
Atlanta, GA 30318
PH: 770-241-4566
Email: laura@premiereventslive.com

WIRE & WOOD 2022 PLAN

Growing on the success achieved by the 2021 event, which presented a streamlined focus on "it's all about the music" we will focus our efforts around this same theme but work to amplify the marketing efforts to spotlight the City of Alpharetta.

PROJECT APPROACH / WORKFLOW

Premier Events' experience in managing Wire & Wood 2014 – 2019 and 2021 and our extensive relationship with RCS Productions who has been selected to manage entertainment procurement and production for the event, uniquely positions our company to get underway quickly for the 2022 event.

Our Project Team will be led by company owner Laura Valente, a 30+ year event industry veteran specializing in logistics, marketing, and sponsorship. Our internal team will consist of full-time Premier Events team members, including Sara Brumfield as Event Manager and Steph Mold as Sponsorship Manager. We will also provide a dedicated Site Manager and the necessary site setup crew and green room attendants for the festival.

Premier Events will secure the services of DMG Creative to provide all graphic design for the project for print ads, eblasts, social media, signage, posters, and street team collateral. Founded in 2002, DMG Creative has extensive experience in developing creative materials for various events, festivals, and concert venues. Additionally, Mary Fiorello, a 25 year veteran of television, multi-media, and social media, will serve as a special consultant to provide copywriting/content creation for social media, press releases, eblasts, and more.

Upon confirmation of the project, the Premier Events team will work with the City of Alpharetta to identify the event's goals and activate our team to achieve established project benchmarks. We will create event timelines and budgets and share them with the City team to provide ongoing real-time updates on progress. Regular check-in meetings internally with our team and with the City team will ensure we stay on track with the overall project and address any new event needs or concerns.

Within two weeks after the event, we will provide a detailed summary report, including successes and opportunities for growth and ideas for enhancing the event experience. This report will include sponsor feedback, initial marketing statistics and traffic, and results from a post-event consumer survey using Survey Monkey or a similar service that we promote through the event's email and social media accounts.

BUDGET APPROACH
Premier Events will review all anticipated expenses and revenue goals with the City to finalize the 2022 Budget. Once confirmed, we will equip our project team with the information needed to source event services at the predetermined budget allocations. We are happy to source proposals from reputable vendors for services at the City's direction.

All will be subject to our bid process to ensure we receive the best possible pricing.

To reduce expenditures and realize cost savings, we will endeavor to secure trade sponsorships with printing, signage, and other event expense items and leverage additional media value for coverage of the event.

The event budget stored on a file-sharing platform (Google, DropBox, etc.) will provide access to the CIty team and our team. We will update the budget weekly to track expenses and income secured from sponsorships.

Our team member who manages each specific service area will review all final invoices and send details to the City for final payment. This will ensure all final costs reflect the actual performance of selected vendors and provided services.

CITY STAFF INTERACTION
At regular intervals to be mutually agreed to, Premier Events will develop a schedule of conference calls and/or in-person meetings with the CIty team to review project plans and progress. We would anticipate this initially being monthly and increasing frequency closer to the actual event date.

ENTERTAINMENT / RCS PRODUCTIONS
The Premier Events team works extensively with RCS Productions on ongoing projects, including the Frederick Brown Jr Amphitheater, Peachtree Corners Town Green Concert Series, Cumberland Caverns Live, etc. As a result, we have a 'routine' that's already been established to effectively share information and support each other's efforts.

We will work with RCS to quickly secure artist assets and contact information for all confirmed performers to facilitate media requests, videos, and additional materials to be used in the promotion of the festival. We will work with RCS to develop the overall event logistics plan including production timelines, creative treatments for stage areas, signage specs for each stage, performer parking and determination of any required event rentals to facilitate the stages and green room areas. Our team will create load-in kits complete with parking maps that RCS will send to each performer.

SPONSORSHIP
Premier Events is a successful sponsorship manager for a number of events and venue properties. We have a strong network of sponsor prospects covering every sector of business.

As a critical revenue source for the event's overall success, we will re-imagine Wire & Wood's sponsorship levels and benefits packages based on the following:

SPONSORSHIP
Premier Events is a successful sponsorship manager for a number of events and venue properties. We have a strong network of sponsor prospects covering every sector of business.

As a critical revenue source for the event's overall success, we will re-imagine Wire & Wood's sponsorship levels and benefits packages based on the following:

Main on Milton Stage
Title stage sponsor - *Main on Milton Presented by XXX*
Benefits: sponsor name on stage header and stage schedule signage, branding on limited social media posts, media inclusion, website inclusion, eblast inclusion, reserved seating and VIP parking
Two supporting stage sponsors
Benefits: sponsor name on stage side scrims, media inclusion, website inclusion, eblast inclusion, reserved seating

Main on Milton side scrims will also include City of Alpharetta and Alpharetta Convention and Visitors Bureau logos.

Town Green Stage
Stage sponsor - *Town Green Stage Presented by XXX*
Benefits: sponsor name on stage backdrop and stage schedule signage, branding on limited social media posts, advertising inclusion, website inclusion, eblast inclusion, reserved seating and VIP parking

Brooke Street Park Stage
Stage sponsor - *Brooke Street Park Stage Presented by XXX*
Benefits: sponsor name on stage backdrop and stage schedule signage, branding on limited social media posts, advertising inclusion, website inclusion, eblast inclusion, reserved seating and VIP parking

Canton Stage
Title stage sponsor - *Canton Street Stage Presented by XXX*
Benefits: sponsor name on stage schedule signage, branding on limited social media posts, advertising inclusion, website inclusion, eblast inclusion, and reserved parking

Formal Garden Stage

Stage sponsor - *Formal Garden Stage Presented by XXX*

Benefits: sponsor name on stage schedule signage, branding on limited social media posts, advertising inclusion, website inclusion, eblast inclusion, and reserved parking

Market Street Stage

Stage sponsor - *Formal Garden Stage Presented by XXX*

Benefits: sponsor name on stage schedule signage, branding on limited social media posts, advertising inclusion, website inclusion, eblast inclusion, and reserved parking

We will only grant on-site activations to sponsors based on its correlation to the 'it's all about the music' event theme or if both the City and Premier Events feel that the activation offers some additional benefit for event fans. An example of this is a sponsor activation that creates an "Instagrammable" photo opportunity for event fans that provides additional media exposure for the event.

We are confident we can realize a total goal of $85,000 with the addition of new sponsorship opportunities and features.

Within two weeks of the festival, we will provide sponsor feedback on the event. Within 30 days of the event, we will provide sponsors a wrap-up report detailing the fulfillment of their sponsorship.

MARKETING

Alpharetta is Music City. The consistent phenomenal attendance at Wire & Wood is a testament to the community's appreciation and support for this incredible event. Our marketing initiatives would be centered around the "It's about the music" theme. We will use the Wire & Wood to showcase the City of Alpharetta as a destination for music lovers in the local community and the metro Atlanta area greater southeast region.

SOCIAL MEDIA

85% of our marketing efforts for Wire & Wood will focus on harnessing the power of social media to get the word out and position Wire & Wood as a 'can't miss' music festival in the Atlanta metro area and greater southeast region. Our social media campaign for Wire & Wood will consist of the following:

- July - August - Three to four weekly posts on W&W social media accounts. Examples include: Save the Date with general W&W image, Facebook Event page (co-hosting access with ACVB, performers, primary event sponsors), W&W headliner graphic, 'Just added to W&W' talent announcements, Music Match general program announcements, ACVB Hotel messaging, past event photos, music news from past W&W performers, and general posts soliciting patron engagement to favorite artists, songs, etc.
- Daily posts September - mid-October - Performer profiles (see below for further explanation), performer video shout-outs 'we can't wait to see you at Wire & Wood" from key performers, stage schedule graphics (6 stages - 6 graphics), Who's Playing Friday? / Saturday? graphics, event maps, profiles on participating Music Match venues and schedule information, local restaurant offers, and more
- During event coverage - We will have a social media manager on-site capturing photos and footage and posting during the event to generate additional interaction with fans and performers. Posts will include photos of performances, audience and crowds, restaurants/downtown businesses, etc.
- A post-event 'thank you' message with a photo wrap-up will be posted within 48 hours.
- Year-round, the WW social media feed will feature Alpharetta music news, holiday greetings, music trivia, and music news from past W&W performers.
- Performer profiles - We will develop a complete portfolio of W&W branded performer photo graphics and a brief performer description for every confirmed artist. DMG Creative and Mary Fiorello, our content creator, will be key players in this effort. These posts will be tagged to the artist to encourage sharing. Performer profile descriptions can be repurposed for use in press releases, eblasts, and more.
- Social media engagement - we will monitor all W&W social media accounts and respond to posted questions or direct messages within 24 hours. Three weeks before the event, our team will monitor all W&W accounts 2X daily to provide a faster response time. Should we have any highly negative or potentially controversial comments, we will bring this to the City's immediate attention to discuss the best course of action.

PRINT ADS / ALPHARETTA CONVENTION & VISITORS BUREAU
Premier Events will facilitate the development of event print ads for any City placed or as needed for ACVB placed advertising.

We understand the Alpharetta Convention & Visitors Bureau is a main supporter of the event. Early in the project, we will schedule a meeting with the ACVB to discuss their initiatives, deadlines, and needs. We will follow up with an update monthly or as needed more frequently to ensure that they have the latest event details.

STREET TEAM
We will facilitate the creative development of event posters, flyers, and promotional materials based on the City's defined marketing budget. We will deploy a street team six weeks before the event to distribute Wire & Wood posters and marketing materials to the downtown Alpharetta area and other locations in the regional area frequented by music fans.

EBLAST
Emphasis will be placed on growing the events email subscriber list. This marketing tool offers the event another communication line with fans, a benefit for prospective sponsors, and an additional way to promote local restaurants participating in Music Match, or menu options during the event.

We will facilitate the development/distribution of the following:

June	Save the Date - June
July	Artist Profiles
August	Artist Profiles
September	Full Performance Schedule
October	Know Before You Go/ Map / Rideshare / Parking

LOGISTICS

The Premier Events team excels at strategic planning and activation of event logistics plans. Simply put, we know how to get it done.

Premier Events maintains excellent relationships with logistics and rental suppliers, and we have extensive knowledge of their reputations and capabilities. Premier Events will work with the City team to outline the needs for third-party vendors and City-provided services required for the event. We can assist the City with the procurement of bids and negotiating contracts as needed.

Once vendor selections are determined, we will manage the pre-planning process with each selected provider and coordinate their on-site efforts. These services may include but are not limited to the following:

- Tents, tables, chairs
- Port-a-lets / waste management / gray water / grease removal
- Temporary power / generators / lighting
- Fencing / barricade
- Radios / golf carts
- Event décor / linens / table covers

Premier Events will develop a detailed event site map including all event infrastructure needed and provide efficient crowd flow. The site map will be subject to the final approval of the City team.

Additional resources such as production timelines, contact lists, and area activation notes will be created to give our team all required information at a glance.

Premier Events understands that any successful outdoor event requires the flexibility to address any last-minute concerns or issues. We will develop an emergency plan to address public safety, adverse weather conditions, and general emergency situations. This plan will be submitted to the City Community Services team and Alpharetta Police Coordinator for feedback. Once finalized, our entire team will be advised to act upon this plan should the need arise.

Premier Events will develop a comprehensive signage plan for the event. The signage plan and all final graphics will be subject to the City team's approval.

Premier Events will document any damage or safety issues on the event site. Any findings will be immediately reported to the City team.

Premier Events will provide on-site leadership and the support team needed to facilitate the execution of the actual event. Our site team will consist of an Event Manager, Assistant Manager, a minimum of two support crew, and two green room attendants.

Premier Events believes in leaving every event site better than we find it. We understand it is critical that the event area is thoroughly cleaned and back to 'normal' the day after the event in the thriving downtown Alpharetta community. At every event, our team polices the event site and surrounding area for trash and any equipment left. We have taken pride that countless clients rave about our ability to get out quickly and leave it clean.

Lastly but most importantly, Premier Events understands that the event's success is defined by creating a positive patron experience and leaving a lasting positive impression. From the way an event looks, to the friendliness of the event team, easy access to event information and directional signage, and providing an easy-to-navigate event layout: it's all critical, and it's what we do very well.

COVID PLAN

The emergence of the COVID Global Health Pandemic in 2020 impacted the event industry significantly. While recent months have seen a decline in public health mandates regarding masking and social distancing, Premier Events remains committed to following public health guidelines and the policies established by our clients for their events.

PRELIMINARY PROJECT TIMELINE

APRIL	TBD / Project Confirmation / Project Start Date
	Premier Events & City Team meeting
	Sponsorship sales materials developed / finalized
	Premier Events - RCS Productions meeting
	Preliminary social media graphics / content created (April - May)
	Social media - 1 post per week
MAY	Sponsorship Sales Start
	Event creative (branding, website, basic art formats) updated
	Secure performer materials (ongoing until all are collected)
	As performer materials received, create social media artist profiles
	Social media - 2-3 posts per week
JUNE	Determine rental/logistics needs, secure bids, and select vendors
	Determine event food truck/additional vendors needed and book
	Save the date press release drafted/sent
	Social media posts graphics /content created (July - Aug)
	Social media posts 2-3 per week
JULY	All performers confirmed / assets obtained
	Talent announcement press release drafted
	Consumer map graphic finalized
	Social media posts 2-3 posts per week
AUGUST	Sponsors finalized for signage and marketing inclusion
	Load in Kit finalized
	Finalize Music Match performer schedule
	Create Music Match graphics for social
	All signage designed and finalized
	Performer schedule press release drafted/sent
	Social media posts 3-4 posts per week
SEPTEMBER	Marketing banners, ground banners, street pole banners installed
	Street team distribution of event marketing materials
	Signage printing
	Load in Kits sent
	Social media post 1X per day
OCTOBER	***WIRE & WOOD - October 8-9***
	Post-event consumer, restaurant, and sponsor survey
	City - Premier Events wrap up meeting; next steps for 2023 event
	Social media posts ongoing during off-season
NOVEMBER	2023 Sponsorship sales materials created
	2023 Sponsorship sales start

RECENT PROJECTS / RELEVANT EXPERIENCE

The Frederick Brown Amphitheater for City of Peachtree City
2018 - 2022 seasons
Premier Events manages sponsorships, marketing, ticketing, and concessions for this 2,500-seat amphitheater which hosts 15 concerts annually featuring nationally known performers.

Town Green at Peachtree Corners for City of Peachtree Corners
2019 - 2022
Premier Events manages entertainment and activity programming, overall logistics, and marketing support for more than 100 events annually at the venue. Events include a monthly concert series featuring national performers, outdoor movie series, themed events such as MidSummer Kids Dream, Bark at the Park and Holiday Glow, Night Music, and more. The City's communication manager coordinates event advertising placement, but Premier Events facilitates the development of all graphics, content, and collateral.

Atlanta Jazz Festival for the City of Atlanta
2012 - 2022 Concessions/Artist Market Management
2020-2022 Logistics Management
Premier Events manages logistics, food/beverage, and the artist market. This is one of the five Class A festival events held within the CIty of Atlanta, attracting more than 100,000 fans over Memorial Day weekend to enjoy internationally-known, award-winning Jazz artists. The 3-day event includes multiple stages, a kids area, Mayor's VIP area, Jazz 101 Workshops, interactive Drum workshops, an artist market with more than 70 vendors, and sponsor activations.

Brookhaven Summer Block Party for City of Brookhaven
2021
Premier Events manages sponsorship sales and VIP Area. With only six weeks of notice and sales time, Premier Events secured a commitment of more than $100,000. for this new event

Crabapple Festival for City of Milton
2019-2021
Premier Events provides overall event logistics management, site map development, and advance coordination with over 100 food vendors and artist market participants

High Museum of Art Atlanta Wine Auction
2012 - 2022
Premier Events provides overall event management for this 3-day gala event which consists of four separate event functions during a three-day period. Within this project, we facilitate key vendors and participants, including caterers, production partners, decorators, rental companies, 100+ Vintners from across the globe, 80+ restaurant partners, product donations from more than 40 companies, sponsors, and more. Tickets for the Atlanta Wine Auction start at $3,500, which attests to our ability to exceed the expectations of elite consumer groups.

RFP 22-114 Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood

Bidder Name: Premier Events

Please provide pricing for each segment of work the company is bidding on based on the deliverables requested in the Scope of Work. The sub-totals and total will auto-calculate

Item	Price	
Event Logistics Segment	**$ 19,500**	**Max $20,000**
Planning (minus Street Team)	$	6,500
Street Team	$	500
Day-of Event	$	12,000
Post-Event	$	500
Marketing Segment	**$ 10,000**	**Max $10.500**
Graphic Design	$	5,500
Social Media & Digital Marketing	$	3,000
Public Relations & Traditional Media Communications	$	1,500
Total	**$**	**29,500**
Sponsorship Segment		
Total Sponosorship Sales Goal ($$$)	$	85,000

Response to: RFP # 22-114
Event Logistics, Marketing, and Sponsorship Sales for Wire & Wood

Document 4 – Resources

Prepared For: City of Alpharetta
Abby Shipp - Procurement Agent
purchasing@alpharetta.ga.us

Prepared By: Laura Valente, President
Premier Events
1825 MacArthur Blvd
Atlanta, GA 30318
PH: 770-241-4566
Email: laura@premiereventslive.com

STAFFING

Our greatest asset is our team. We hire, train and employ proactive team players who are passionate about events. From the company stakeholders and event managers to our bartenders and set up crew at events, you won't find a more experienced, driven team with a 'can-do' attitude in the business. We believe in doing things right, going the extra mile, and always leaving an event site better than we found it.

Our team has a wealth of knowledge in planning, executing, and managing events of all types and sizes. We are expert negotiators, skilled strategic planners, savvy marketers, and experienced problem solvers. We believe events should be a fun experience for all involved and we are dedicated to ensuring an event is a success from every perspective.

Our company employs a full-time team of 15, a full-time seasonal staff of 30, and more than 300 part-time general event staffers, crew, and bartenders for specific events. For the Music Midtown Festival, we employ and manage an incredible team of 1,200 managers, site crew, bartenders, and servers.

Our Full-Time Staff Includes:

Laura Valente – Company Co-Owner / Event Management Division

Rob Frazer – Company Co-Owner / Business Development – Manager Concessions Division

Jonathan Rawls – Company Co-Owner / CFO, Business Affairs Manager

Sara Brumfield – Senior Event and Programming Manager

Steph Mold – Sponsorships & Business Development Manager

Kevin Sigler – Festival Concessions Manager

Doug Tiemersma – Georgia State Stadium and Festival Concessions Operations Manager

Desi Wheeler – Regional Venue Manager

Patrick Wade – Event Manager

Sarah Hall – Staffing Manager; Concessions Manager for the Fred Amphitheater

Sara Aho – Manager for the Georgia Freight Depot and special projects

Maya Wenson – Events, Marketing, and Sponsorship Assistant; Event Management Division

Cerrone Hall – Event Manager Special Projects; Concessions Mgr Mablehouse Amphitheater

Don Heinfield – Cadence Bank Amphitheater – Concessions Mgr; Event Manager

Premier Events is currently interviewing to fill additional positions at our company, including: Marketing Manager and Event Manager/Operations Specialist.

PROJECT MANAGEMENT
The Premier Events team utilizes Monday.com internally to track each event project and our teams' progress. The platform allows each team member access to real-time updates and upcoming deadlines for completion.

Additionally, we routinely work with clients to utilize file-sharing applications (SharePoint, OneDrive, Google Drive, DropBox) to facilitate instant updates for resources, reports, graphics, and more.

IN HOUSE STAFF SKILLS
- CAD site map development
- Graphic Design – Adobe Illustrator, PageMaker, Photoshop
- FAA licensed Drone Pilot; Professional
- Video editing
- Regular use of Eventeny vendor management platform
- Licensed and fully insured truck drivers and forklift operators

RELATIONSHIPS
Strong relationships are the cornerstone of our business. We work to understand the needs and expectations of everyone involved in the event project to better address their unique needs in our planning, management, and communication. This consistent practice has enabled us to develop an outstanding reputation with sponsors, logistics providers/rental vendors, and marketing outlets and solidified our relationship as a trusted partner for our clients.

OUTSIDE CONTRACTORS
We routinely contract third-party contractors for entertainment procurement, stage production, graphic design, and additional professional services on a per-project basis.

We understand Wire & Wood has contracted with RCS Productions to manage talent procurement and production. We work extensively with RCS on music-focused projects such as the Fred Amphitheater, Town Green Concert Series in Peachtree Corners, Cumberland Caverns Live.

OFFICE / WAREHOUSE
Premier Events 8,000 sq foot office/warehouse located in West Midtown is the hub of our operations. Our warehouse houses a wide array of event equipment and supplies, ranging from tents, tables, chairs, coolers, custom bars, coffee bars, signage/sign poles, décor, concessions equipment and inventory, and more.

BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 22-114 - Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION

Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.

Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position			

Contribution Amount/Value (if any)		Contribution Date and Description	
List other Relationship if not contribution			

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Premier Events LLC
Company Name

Laura Valente
Signature of Authorized Officer or Agent

3/16/2022
Date

Laura Valente, President
Printed Name & Title of Authorized Officer or Agent

1825 MacArthur Blvd, Atlanta, GA 30318
Company Address

Subscribed and sworn before me on this the

16 day of March, 2022

Charles Duty
Notary Public

03/16/2022
My Commission Expires

CHARLES DUTY
NOTARY
EXPIRES
GEORGIA
March 3, 2026
PUBLIC
COBB COUNTY

THE CITY OF ALPHARETTA GEORGIA

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

718650

Federal Work Authorization User Identification Number

10/03/2013

Date of Authorization

Premier Events

Name of Contractor

22-114 - Event Logistics, Marketing, and Sponsorship Sales for Wire and Wood

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date 03/16/2022 in Kennesaw (city), GA (state).

Laura Valente

Signature of Authorized Officer or Agent

LAURA VALENTE President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16 DAY OF March, 2022.

Charles Duty

NOTARY PUBLIC

My Commission Expires: 03/03/2026

CHARLES DUTY NOTARY EXPIRES GEORGIA March 3, 2026 PUBLIC COBB COUNTY

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Premier Events LLC

2 Business name/disregarded entity name, if different from above

Premier Events

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 52997

Requester's name and address (optional)

6 City, state, and ZIP code

Atlanta, Ga 30355

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 6 – 2 3 6 3 1 0 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Laura Valente Date ▶ 3-16-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 4915 TIDEWATER WAY (TAX PARCEL NO.: 21 -5680-1034-044-8) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and,

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by by Cuong Phu Nguyen and Ching I Wang, located at 4915 Tidewater Way (Tax Parcel No.: 21 -5680-1034-044-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 30**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

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

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 4915 Tidewater Way (Tax Parcel No.: 21 -5680-1034-044-8), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Dan Merkel

_____
Brian Will

_____
Douglas J. DeRito

_____
John Hipes

_____
Jason Binder

_____
Donald F. Mitchell

(SEAL)

Approved as to form and legal sufficiency:

_____
Lauren Shapiro, City Clerk

_____
Molly Esswein, City Attorney

4577032

Exhibit "A"

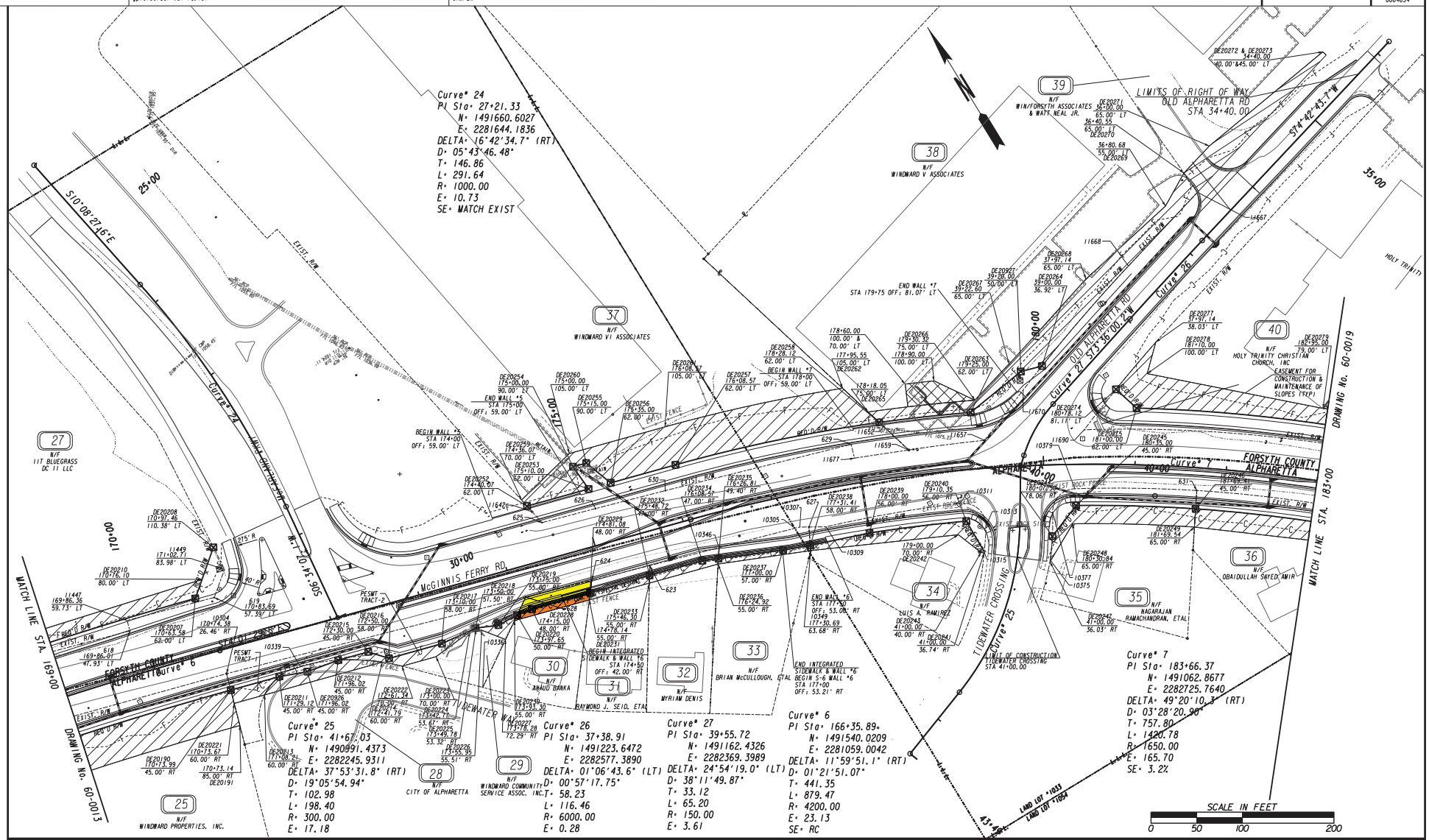
2/5/2020
CVE-Darla

GPLOT-V8
gplotborder-v8I-PO.tbl

2016217_60-0015.dgn
GRMPLN

GDOT

P. I. No.
0004634



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0015

7/31/2015 GRMPLN

REQD R/W - PAR 28/SV REQ'D R/W DE566

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = S 85°03'40.5" E			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = S 67°24'24.9" E			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	36.15	N 78°47'06.9" W	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	31.03	N 68°28'35.7" W	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL

REQD R/W = 314.32 SF
REQD R/W = 0.007 ACRES
REMAINDER = +/- unknown ACRES

REQD PERM ESMT - PAR 28/SV REQ'D PERM. EASM'T. DE567

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = N 70°19'10.5" E			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	31.03	S 68°28'35.7" E	
DE20926	48.00 R	171+60.00	McGinnis Ferry Rd Const CL
	36.15	S 78°47'06.9" E	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = S 55°52'35.5" E			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
	133.58	N 74°01'29.5" W	
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL

REQD EASMT = 1468.81 SF
REQD EASMT = 0.034 ACRES

REQD R/W - PAR 29/SV19 REQ'D R/W DE568

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	18.54	N 17°10'26.9" E	
10304	26.46 R	170+74.38	McGinnis Ferry Rd Const CL
	337.66	S 72°49'33.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	21.82	S 56°57'47.5" W	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	23.19	N 86°28'26.6" W	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	25.24	N 66°03'18.9" W	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	40.52	N 83°15'17.1" W	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	60.00	N 74°01'29.5" W	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	23.85	N 41°00'03.6" W	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	33.98	N 74°01'29.5" W	
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
ARC LENGTH = 42.30			
CHORD BEAR = N 67°24'24.9" W			
LNTH CHORD = 42.23			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
10339	40.13 R	171+54.07	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.62			
CHORD BEAR = N 85°03'40.5" W			
LNTH CHORD = 25.43			
RADIUS = 59.99			
DEGREE = 95°30'25.9"			
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
	55.12	N 74°01'29.5" W	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL

REQD R/W = 6484.97 SF
REQD R/W = 0.149 ACRES
REMAINDER = +/- 0.155 ACRES

REQD PERM ESMT - PAR 29/SV19 REQ'D PERM. EASM'T. DE569 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL
	15.00	N 17°10'26.9" E	
DE20190	45.00 R	170+73.99	McGinnis Ferry Rd Const CL
	55.12	S 74°01'29.5" E	
DE20211	45.00 R	171+29.12	McGinnis Ferry Rd Const CL
ARC LENGTH = 25.93			
CHORD BEAR = S 70°19'10.5" W			
LNTH CHORD = 25.73			
RADIUS = 59.99			
DEGREE = 95°30'26.0"			
DE20213	60.00 R	171+08.21	McGinnis Ferry Rd Const CL
	34.53	N 74°01'29.5" W	
DE20221	60.00 R	170+73.67	McGinnis Ferry Rd Const CL

REQD EASMT = 648.39 SF
REQD EASMT = 0.015 ACRES

REQD PERM ESMT - PAR 29/SV19 REQ'D PERM. EASM'T. DE570 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL
ARC LENGTH = 48.25			
CHORD BEAR = N 55°52'35.5" W			
LNTH CHORD = 48.16			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20212	45.00 R	171+96.02	McGinnis Ferry Rd Const CL
	33.98	S 74°01'29.5" E	
DE20215	45.00 R	172+30.00	McGinnis Ferry Rd Const CL
	23.85	S 41°00'03.6" E	
DE20216	58.00 R	172+50.00	McGinnis Ferry Rd Const CL
	60.00	S 74°01'29.5" E	
DE20217	58.00 R	173+10.00	McGinnis Ferry Rd Const CL
	40.52	S 83°15'17.1" E	
DE20218	51.50 R	173+50.00	McGinnis Ferry Rd Const CL
	25.24	S 66°03'18.9" E	
DE20219	55.00 R	173+75.00	McGinnis Ferry Rd Const CL
	23.19	S 86°28'26.6" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	29.53	S 56°57'47.5" W	
DE20227	72.29 R	173+78.28	McGinnis Ferry Rd Const CL
	27.93	N 37°05'10.2" W	
DE20226	55.51 R	173+55.95	McGinnis Ferry Rd Const CL
	6.55	N 54°32'47.3" W	
DE20225	53.32 R	173+49.78	McGinnis Ferry Rd Const CL
	7.02	N 76°51'46.7" W	
DE20224	53.67 R	173+42.77	McGinnis Ferry Rd Const CL
	45.78	S 85°04'44.4" W	
DE20223	70.00 R	173+00.00	McGinnis Ferry Rd Const CL
	38.66	N 74°01'29.5" W	
DE20222	70.00 R	172+61.34	McGinnis Ferry Rd Const CL
ARC LENGTH = 21.97			
CHORD BEAR = N 46°56'05.2" W			
LNTH CHORD = 21.96			
RADIUS = 224.97			
DEGREE = 25°28'07.0"			
DE20214	60.00 R	172+41.79	McGinnis Ferry Rd Const CL

REQD EASMT = 1551.70 SF
REQD EASMT = 0.036 ACRES

REQD R/W - PAR 30/SV20 REQ'D R/W DE571

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	21.82	N 56°57'47.5" E	
628	33.53 R	174+11.96	McGinnis Ferry Rd Const CL
	74.55	S 72°48'14.6" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	13.98	S 38°46'49.9" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	66.08	N 74°01'29.5" W	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	17.47	N 80°36'00.0" W	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL

REQD R/W = 1091.29 SF
REQD R/W = 0.025 ACRES
REMAINDER = +/- 0.218 ACRES

REQD PERM ESMT - PAR 30/SV20 REQ'D PERM. EASM'T. DE572

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20230	55.00 R	173+93.30	McGinnis Ferry Rd Const CL
	6.62	N 56°57'47.5" E	
DE20220	50.00 R	173+97.65	McGinnis Ferry Rd Const CL
	17.47	S 80°36'00.0" E	
DE20228	48.00 R	174+15.00	McGinnis Ferry Rd Const CL
	66.08	S 74°01'29.5" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	7.59	S 38°46'49.9" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	84.83	N 74°01'29.5" W	
DE20230	55.00 R	173+93.30	McGinnis Ferry Rd Const CL

REQD EASMT = 567.24 SF
REQD EASMT = 0.013 ACRES

REQD R/W - PAR 31/SV21 REQ'D R/W DE573

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	13.98	N 38°46'49.9" E	
624	35.12 R	174+86.50	McGinnis Ferry Rd Const CL
	65.36	S 72°40'22.4" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	10.80	S 32°46'57.6" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	67.64	N 74°52'18.9" W	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL

REQD R/W = 773.33 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 0.226 ACRES

REQD PERM ESMT - PAR 31/SV21 REQ'D PERM. EASM'T. DE574

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL
	7.59	N 38°46'49.9" E	
DE20229	48.00 R	174+81.08	McGinnis Ferry Rd Const CL
	67.64	S 74°52'18.9" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	8.36	S 32°46'57.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	68.16	N 74°01'29.5" W	
DE20231	55.00 R	174+78.14	McGinnis Ferry Rd Const CL

REQD EASMT = 507.90 SF
REQD EASMT = 0.012 ACRES

REQD R/W - PAR 32/SV22 REQ'D R/W DE575

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	10.80	N 32°46'57.6" E	
623	36.66 R	175+51.84	McGinnis Ferry Rd Const CL
	78.30	S 72°58'26.8" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	12.04	S 34°41'09.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	17.87	N 63°59'44.9" W	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	59.85	N 74°01'29.5" W	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL

REQD R/W = 779.32 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 0.265 ACRES

REQD PERM ESMT - PAR 32/SV22 REQ'D PERM. EASM'T. DE576

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL
	8.36	N 32°46'57.6" E	
DE20232	47.00 R	175+48.72	McGinnis Ferry Rd Const CL
	59.85	S 74°01'29.5" E	
DE20234	47.00 R	176+08.57	McGinnis Ferry Rd Const CL
	17.87	S 63°59'44.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	5.89	S 34°41'09.9" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	78.07	N 73°58'02.6" W	
DE20233	55.00 R	175+46.30	McGinnis Ferry Rd Const CL

REQD EASMT = 605.89 SF
REQD EASMT = 0.014 ACRES

REQD R/W - PAR 33/SV23 REQ'D R/W DE577

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	12.04	N 34°41'09.9" E	
10346	37.95 R	176+30.63	McGinnis Ferry Rd Const CL
	65.67	S 72°49'33.2" E	
10305	36.32 R	177+18.27	McGinnis Ferry Rd Const CL
ARC LENGTH = 5.53			
CHORD BEAR = S 72°42'51.6" E			
LNTH CHORD = 5.53			
RADIUS = 1419.23			
DEGREE = 4°02'13.6"			
10307	36.07 R	177+23.92	McGinnis Ferry Rd Const CL
	9.95	S 58°52'24.1" E	
627	37.96 R	177+33.91	McGinnis Ferry Rd Const CL
	20.18	S 27°10'34.5" W	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	30.33	N 68°24'55.6" W	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	71.23	N 65°59'44.9" W	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL

REQD R/W = 1761.02 SF
REQD R/W = 0.040 ACRES
REMAINDER = +/- 0.341 ACRES

REQD PERM ESMT - PAR 33/SV23 REQ'D PERM. EASM'T. DE578

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL
	5.89	N 34°41'09.9" E	
DE20235	49.40 R	176+26.81	McGinnis Ferry Rd Const CL
	71.23	S 65°59'44.9" E	
DE20237	57.00 R	177+00.00	McGinnis Ferry Rd Const CL
	30.33	S 68°24'55.6" E	
DE20238	58.00 R	177+31.41	McGinnis Ferry Rd Const CL
	5.72	S 27°10'34.5" W	
10349	63.68 R	177+30.69	McGinnis Ferry Rd Const CL
	102.32	N 66°45'22.8" W	
DE20236	55.00 R	176+24.92	McGinnis Ferry Rd Const CL

REQD EASMT = 539.83 SF
REQD EASMT = 0.012 ACRES

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No.
60-0016

STATE OF GEORGIA RESOLUTION _____
COUNTY OF FULTON

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5065 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-068-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and,

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Oswaldo D'Acevedo and Silvia P. D'Acevedo, located at 5065 Tidewater Way (Tax Parcel No.: 21 -5680-1054-068-2) within the City of Alpharetta, Georgia (reference: **Project Parcel 46)** as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

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

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 5065 Tidewater Way (Tax Parcel No.: 21 -5680-1054-068-2), in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Dan Merkel

_____
Brian Will

_____
Douglas J. DeRito

_____
John Hipes

_____
Jason Binder

_____
Donald F. Mitchell

(SEAL)

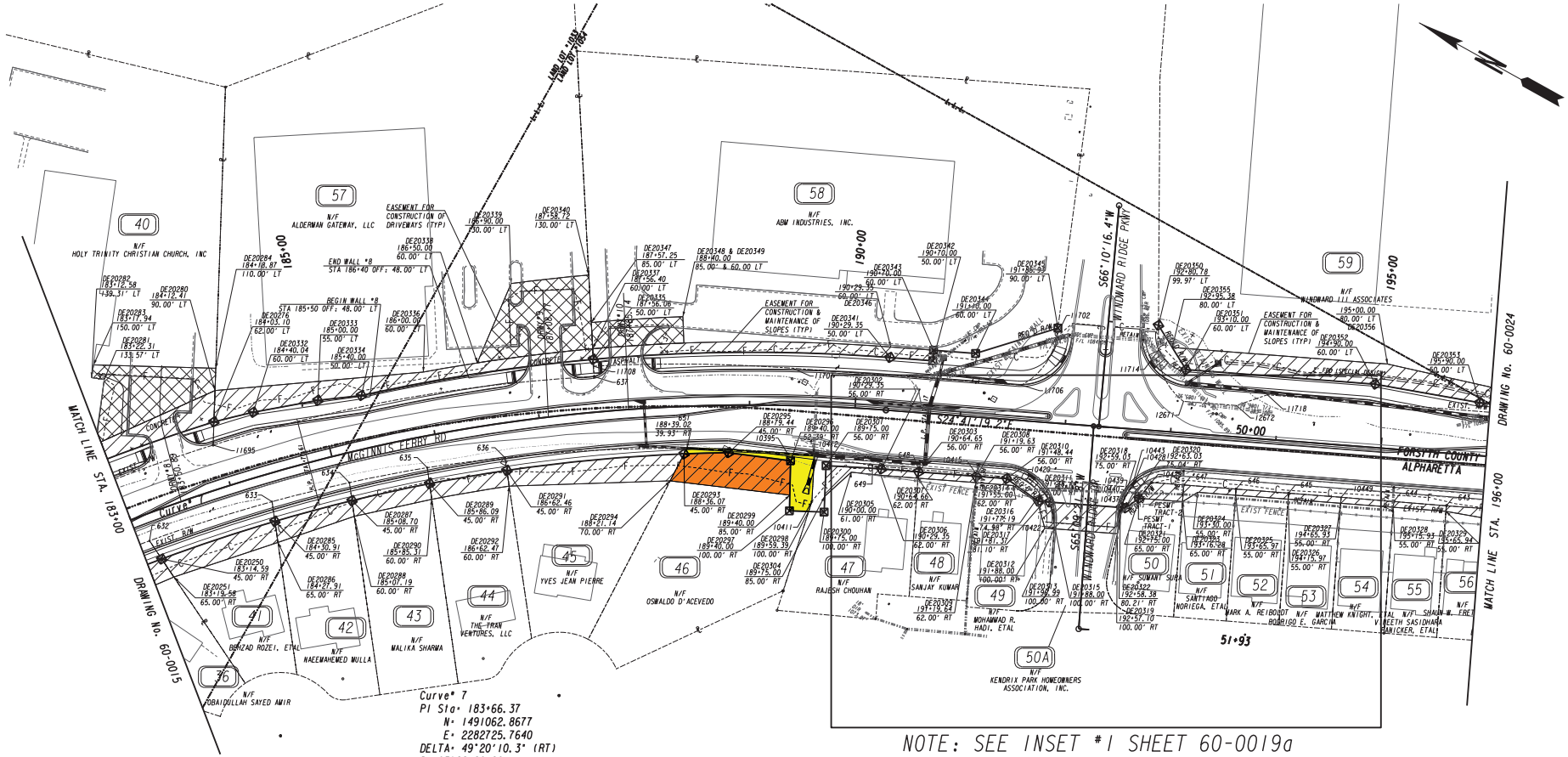
Approved as to form and legal sufficiency:

_____
Lauren Shapiro, City Clerk

_____
Molly Esswein, City Attorney

4577032

2/5/2020 CVE-Darla	GPLOT-V8 gplotborder-v8I-PO.tbl	2016217_60-0019.dgn GRMPLN	GDOT	P. I. No. 0004634



NOTE: SEE INSET #1 SHEET 60-0019a

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

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0019

7/31/2015 GRMPLN

REQD PERM ESMT - PAR 45/SV31 REQ'D PERM. EASM'T. DE602

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL
	15.00	N 82°32'10.1" E	
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL

ARC LENGTH : 168.87
CHORD BEAR : S 54°54'52.3" E
LNTH CHORD : 168.79
RADIUS : 1905.00
DEGREE : 3°34'11.4"

DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	28.85	N 88°17'27.4" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	152.69	N 30°55'21.4" W	
DE20292	60.00 R	186+62.47	McGinnis Ferry Rd Const CL

REQD EASMT : 3436.54 SF
REQD EASMT : 0.079 ACRES

REQD R/W - PAR 46/SV32 REQ'D R/W DE603

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
	5.83	N 88°17'27.4" E	
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL

ARC LENGTH : 95.19
CHORD BEAR : S 24°26'10.0" E
LNTH CHORD : 95.17
RADIUS : 1419.23
DEGREE : 4°02'13.6"

10395	45.20 R	189+36.58	McGinnis Ferry Rd Const CL
	26.92	S 24°53'26.8" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	44.13	N 64°17'03.6" W	
10411	90.48 R	189+52.25	McGinnis Ferry Rd Const CL
	9.90	S 78°45'56.0" W	
DE20298	100.00 R	189+58.39	McGinnis Ferry Rd Const CL
	18.21	N 89°57'17.0" W	
DE20297	100.00 R	189+40.00	McGinnis Ferry Rd Const CL
	47.61	N 62°12'31.2" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	19.23	N 21°40'46.3" W	
DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL

ARC LENGTH : 42.19
CHORD BEAR : N 30°38'50.5" W
LNTH CHORD : 42.10
RADIUS : 1605.00
DEGREE : 3°34'11.4"

DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL

REQD R/W : 1630.99 SF
REQD R/W : 0.037 ACRES
REMAINDER : +/- 0.562 ACRES

REQD PERM ESMT - PAR 46/SV32 REQ'D PERM. EASM'T. DE604

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL
	28.85	N 88°17'27.4" E	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL

ARC LENGTH : 42.19
CHORD BEAR : S 30°38'50.5" E
LNTH CHORD : 42.19
RADIUS : 1605.00
DEGREE : 3°34'11.4"

DE20295	45.00 R	188+79.44	McGinnis Ferry Rd Const CL
	59.23	S 21°40'46.3" E	
DE20296	52.39 R	189+40.00	McGinnis Ferry Rd Const CL
	92.61	S 62°12'31.2" W	
DE20299	85.00 R	189+40.00	McGinnis Ferry Rd Const CL
	114.24	N 22°18'54.0" W	
DE20294	70.00 R	188+21.14	McGinnis Ferry Rd Const CL

REQD EASMT : 3386.76 SF
REQD EASMT : 0.078 ACRES

REQD R/W - PAR 47/SV33 REQ'D R/W DE605

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20298	100.00 R	189+58.39	McGinnis Ferry Rd Const CL
	9.90	N 78°45'56.0" E	
10411	90.48 R	189+52.25	McGinnis Ferry Rd Const CL
	44.13	N 64°17'03.6" E	
10412	46.35 R	189+63.21	McGinnis Ferry Rd Const CL
	55.94	S 18°36'29.8" E	
649	53.54 R	190+30.42	McGinnis Ferry Rd Const CL
	43.94	S 24°24'01.2" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	2.21	S 65°12'00.1" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	35.30	N 24°41'19.2" W	
DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL

ARC LENGTH : 52.50
CHORD BEAR : N 26°37'56.3" W
LNTH CHORD : 52.50
RADIUS : 1594.00
DEGREE : 1°35'40.1"

DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL
	44.00	S 63°26'26.5" W	
DE20300	100.00 R	189+75.00	McGinnis Ferry Rd Const CL
	14.67	N 28°30'49.4" W	
DE20298	100.00 R	189+53.39	McGinnis Ferry Rd Const CL

REQD R/W : 964.05 SF
REQD R/W : 0.022 ACRES
REMAINDER : +/- 0.323 ACRES

REQD PERM ESMT - PAR 47/SV33 REQ'D PERM. EASM'T. DE606

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL
	29.00	N 63°26'26.5" E	
DE20301	56.00 R	189+75.00	McGinnis Ferry Rd Const CL

ARC LENGTH : 52.50
CHORD BEAR : S 26°37'56.3" E
LNTH CHORD : 52.50
RADIUS : 1594.00
DEGREE : 1°35'40.1"

DE20302	56.00 R	190+29.35	McGinnis Ferry Rd Const CL
	35.30	S 24°41'19.2" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	6.00	S 65°12'00.1" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	55.31	N 24°41'19.2" W	
DE20306	62.00 R	190+29.35	McGinnis Ferry Rd Const CL
	28.27	N 23°10'17.1" W	
DE20305	61.00 R	190+00.00	McGinnis Ferry Rd Const CL
	33.87	N 11°15'05.6" W	
DE20304	85.00 R	189+75.00	McGinnis Ferry Rd Const CL

REQD EASMT : 778.87 SF
REQD EASMT : 0.018 ACRES

REQD R/W - PAR 48/SV34 REQ'D R/W DE607

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	2.21	N 65°12'00.1" E	
648	53.79 R	190+64.64	McGinnis Ferry Rd Const CL
	54.99	S 24°24'01.0" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	S 65°16'45.1" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	4.99	N 24°41'19.2" W	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL

REQD R/W : 174.10 SF
REQD R/W : 0.003 ACRES
REMAINDER : +/- 0.149 ACRES

REQD PERM ESMT - PAR 48/SV34 REQ'D PERM. EASM'T. DE608

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL
	6.00	N 65°12'00.1" E	
DE20303	56.00 R	190+64.65	McGinnis Ferry Rd Const CL
	54.99	S 24°41'19.2" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	6.00	S 65°16'45.1" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	54.98	N 24°41'19.2" W	
DE20307	62.00 R	190+64.66	McGinnis Ferry Rd Const CL

REQD EASMT : 329.90 SF
REQD EASMT : 0.008 ACRES

REQD R/W - PAR 49/SV35 REQ'D R/W DE609

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	1.94	N 65°16'45.1" E	
10415	54.06 R	191+19.63	McGinnis Ferry Rd Const CL
	49.67	S 24°09'31.9" E	
10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL

ARC LENGTH : 29.96
CHORD BEAR : S 78°58'13.1" W
LNTH CHORD : 29.52
RADIUS : 49.99
DEGREE : 114°36'31.6"

DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	10.65	N 24°41'19.2" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	36.84	N 6°21'36.9" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	28.81	N 24°41'19.2" W	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL

REQD R/W : 440.33 SF
REQD R/W : 0.010 ACRES
REMAINDER : +/- 0.200 ACRES

REQD PERM ESMT - PAR 49/SV35 REQ'D PERM. EASM'T. DE610

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL
	6.00	N 65°16'45.1" E	
DE20308	56.00 R	191+19.63	McGinnis Ferry Rd Const CL
	28.81	S 24°41'19.2" E	
DE20310	56.00 R	191+48.44	McGinnis Ferry Rd Const CL
	36.84	S 6°21'36.9" W	
DE20311	75.00 R	191+80.00	McGinnis Ferry Rd Const CL
	10.65	S 24°41'19.2" E	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL

ARC LENGTH : 25.54
CHORD BEAR : S 30°46'20.8" W
LNTH CHORD : 25.26
RADIUS : 49.99
DEGREE : 114°36'31.6"

10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	S 65°24'17.8" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	8.99	N 24°41'19.2" W	
DE20312	100.00 R	191+88.00	McGinnis Ferry Rd Const CL
	20.03	N 42°33'33.6" E	
DE20317	81.10 R	191+81.37	McGinnis Ferry Rd Const CL
	7.41	N 31°01'16.4" E	
DE20316	74.98 R	191+77.19	McGinnis Ferry Rd Const CL
	25.11	N 5°37'35.5" E	
DE20314	62.00 R	191+55.00	McGinnis Ferry Rd Const CL
	5.36	N 24°41'19.2" W	
DE20309	62.00 R	191+19.64	McGinnis Ferry Rd Const CL

REQD EASMT : 333.33 SF
REQD EASMT : 0.012 ACRES

REQD R/W - PAR 50A/SV36 REQ'D R/W DE611

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL

ARC LENGTH : 94.86
CHORD BEAR : N 78°58'13.1" E
LNTH CHORD : 29.52
RADIUS : 49.99
DEGREE : 114°36'31.6"

10420	54.62 R	191+69.30	McGinnis Ferry Rd Const CL
	49.10	S 24°41'19.9" E	
10443	54.91 R	192+67.40	McGinnis Ferry Rd Const CL

ARC LENGTH : 21.94
CHORD BEAR : S 87°56'00.0" W
LNTH CHORD : 21.77
RADIUS : 49.99
DEGREE : 114°36'31.5"

DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL
	68.37	N 24°41'19.2" W	
DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL

REQD R/W : 1621.79 SF
REQD R/W : 0.037 ACRES
REMAINDER : +/- 0.143 ACRES

REQD PERM ESMT - PAR 50A/SV36 REQ'D PERM. EASM'T. DE612

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL
	0.55	N 65°24'17.8" E	
10422	99.45 R	191+96.99	McGinnis Ferry Rd Const CL

ARC LENGTH : 25.54
CHORD BEAR : N 30°46'20.8" E
LNTH CHORD : 25.26
RADIUS : 49.99
DEGREE : 114°36'31.6"

DE20315	75.00 R	191+90.65	McGinnis Ferry Rd Const CL
	68.37	S 24°41'19.2" E	
DE20318	75.00 R	192+59.03	McGinnis Ferry Rd Const CL

ARC LENGTH : 8.69
CHORD BEAR : S 10°22'53.4" W
LNTH CHORD : 8.68
RADIUS : 49.99
DEGREE : 114°36'31.5"

10440	83.64 R	192+58.96	McGinnis Ferry Rd Const CL
	5.52	S 24°41'17.1" W	
10439	89.16 R	192+58.25	McGinnis Ferry Rd Const CL

ARC LENGTH : 8.49
CHORD BEAR : S 10°16'00.2" W
LNTH CHORD : 8.48
RADIUS : 49.99
DEGREE : 114°36'31.4"

10437	97.67 R	192+57.52	McGinnis Ferry Rd Const CL
	2.43	S 75°07'45.6" W	
DE20319	100.00 R	192+57.10	McGinnis Ferry Rd Const CL
	60.11	N 24°41'19.2" W	
DE20313	100.00 R	191+96.99	McGinnis Ferry Rd Const CL

REQD EASMT : 1579.56 SF
REQD EASMT : 0.036 ACRES

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0021

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5225 MCGINNIS FERRY ROAD, GEORGIA (TAX PARCEL NO.: 21-5690-1100-012-2) FOR ROAD PROJECT - MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and,

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through and across the property now or formerly owned by Gary Bump and Chris Willett located at 5225 McGinnis Ferry Road (Tax Parcel No.: 21-5690-1100-012-2) within the City of Alpharetta, Georgia (reference: **Project Parcel 75**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

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

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through and across the property located at 5225 McGinnis Ferry Road (Tax Parcel No.: 21-5690-1100-012-2) in order to ensure the timely completion of the Project - McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

By:_____
Jim Gilvin, Mayor

COUNCIL MEMBERS

_____
Dan Merkel

_____
Brian Will

_____
Douglas J. DeRito

_____
John Hipes

_____
Jason Binder

_____
Donald F. Mitchell

(SEAL)

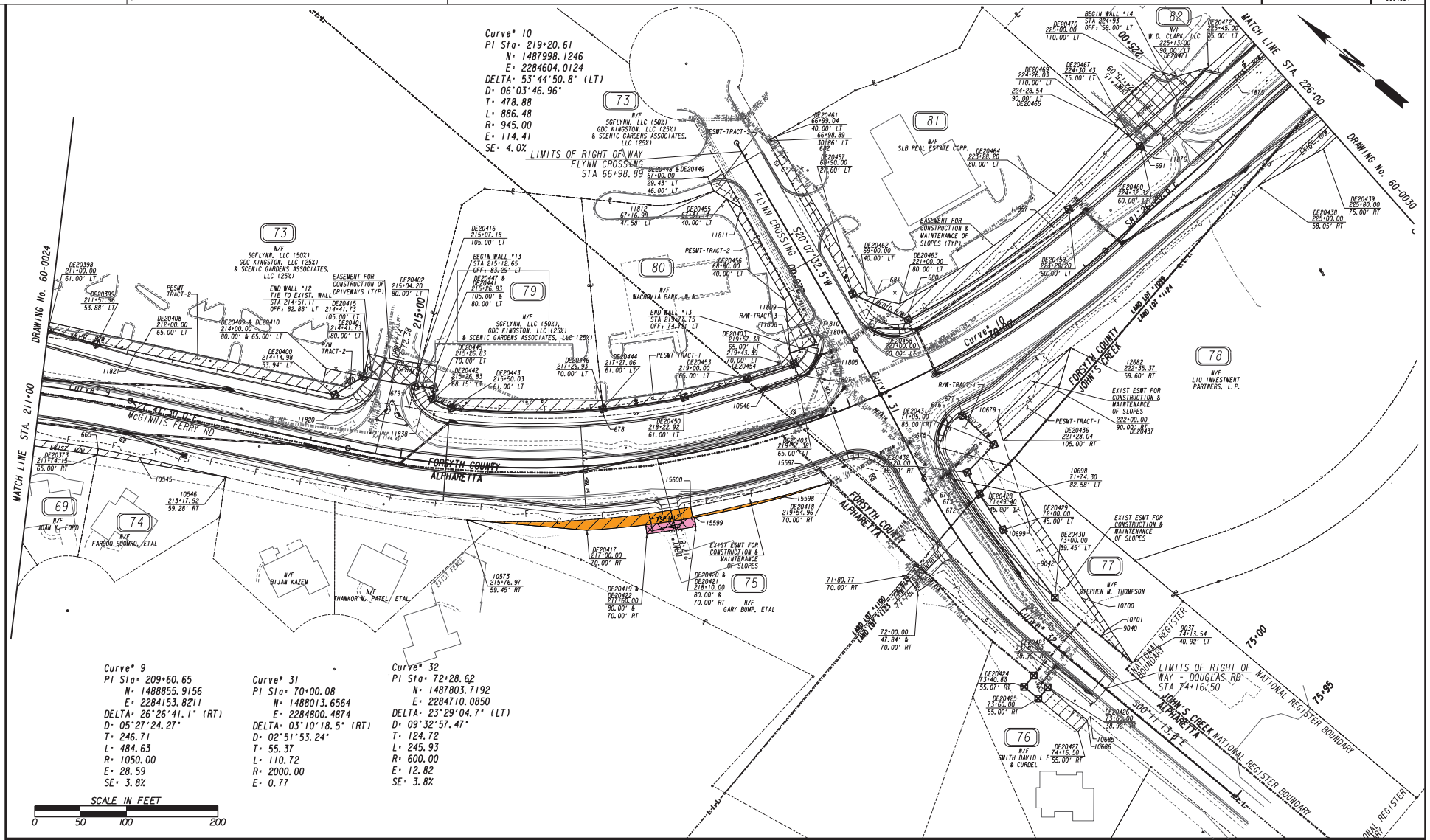
Approved as to form and legal sufficiency:

_____
Lauren Shapiro, City Clerk

_____
Molly Esswein, City Attorney

4577032

2/5/2020 CVE-Darla	GPLOT-V8 gplotborder-v81-PO.tbl	2016217_60-0027.dgn GRMPLN	GDOT	P. I. No. 0004634



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0027

7/31/2015 GRMPLN

REQD PERM ESMT - PAR 74/SV57 REQ'D PERM. EASM'T. DE653

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20373	65.00 R	211+74.15	McGinnis Ferry Rd Const CL
	6.77	N 60°49'56.0" E	
665	58.23 R	211+74.13	McGinnis Ferry Rd Const CL

ARC LENGTH = 45.28
CHORD BEAR = S 28°16'04.7" E
LNTH CHORD = 45.28
RADIUS = 995.45
DEGREE = 5°45'20.7"

10545	58.05 R	212+20.77	McGinnis Ferry Rd Const CL
	97.16	S 26°57'53.6" E	
10546	59.28 R	213+17.92	McGinnis Ferry Rd Const CL
	142.38	N 30°06'04.7" W	
DE20373	65.00 R	211+74.15	McGinnis Ferry Rd Const CL

REQD EASMT = 539.34 SF
REQD EASMT = 0.012 ACRES

REQD PERM ESMT - PAR 75/SV60/SV298 REQ'D PERM. EASM'T. DE654

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
10573	59.45 R	215+76.97	McGinnis Ferry Rd Const CL

ARC LENGTH = 245.68
CHORD BEAR = S 43°17'54.5" E
LNTH CHORD = 245.06
RADIUS = 1000.98
DEGREE = 5°43'26.3"

15600	57.75 R	218+08.29	McGinnis Ferry Rd Const CL
	10.65	S 39°41'32.3" W	
15599	68.40 R	218+08.36	McGinnis Ferry Rd Const CL
	98.99	S 52°40'32.3" E	
15598	68.48 R	219+00.71	McGinnis Ferry Rd Const CL
	58.10	S 55°54'27.1" E	
15597	69.15 R	219+54.84	McGinnis Ferry Rd Const CL
	0.28	S 4°59'25.7" W	
DE20418	70.00 R	219+54.96	McGinnis Ferry Rd Const CL

ARC LENGTH = 273.84
CHORD BEAR = N 5°04'48.4" W
LNTH CHORD = 273.01
RADIUS = 1015.00
DEGREE = 5°38'41.7"

DE20417	70.00 R	217+00.00	McGinnis Ferry Rd Const CL
	131.79	N 35°02'16.4" W	
10573	59.45 R	216+22.97	McGinnis Ferry Rd Const CL

REQD EASMT = 2232.07 SF
REQD EASMT = 0.051 ACRES

REQD DRWY ESMT - PAR 75/SV60/SV298 REQ'D DRWY. EASM'T. DE655

PNT	OFFSET/	STATION/	ALIGNMENT
DE20419	70.00 R	217+60.00	McGinnis Ferry Rd Const CL

ARC LENGTH = 53.70
CHORD BEAR = S 48°30'16.4" E
LNTH CHORD = 53.70
RADIUS = 1015.00
DEGREE = 5°38'41.7"

DE20420	70.00 R	218+10.00	McGinnis Ferry Rd Const CL
DE20421	80.00 R	218+10.00	McGinnis Ferry Rd Const CL

ARC LENGTH = 54.23
CHORD BEAR = N 48°30'16.4" W
LNTH CHORD = 54.23
RADIUS = 1005.00
DEGREE = 5°35'23.4"

DE20422	80.00 R	217+60.00	McGinnis Ferry Rd Const CL
DE20419	70.00 R	217+60.00	McGinnis Ferry Rd Const CL

REQD R/W - PAR 76/SV295 REQ'D R/W DE656

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20423	38.96 R	73+40.60	Flynn Crossing/Douglas Rd
	20.00	S 0°05'52.4" E	
DE20426	38.92 R	73+60.00	Flynn Crossing/Douglas Rd
	16.08	S 89°48'46.2" W	
DE20425	55.00 R	73+60.00	Flynn Crossing/Douglas Rd
	20.00	N 0°11'13.8" W	
DE20424	55.07 R	73+40.83	Flynn Crossing/Douglas Rd
	16.11	N 89°48'46.2" E	
DE20423	38.96 R	73+40.60	Flynn Crossing/Douglas Rd

REQD R/W = 321.91 SF
REQD R/W = 0.007 ACRES
REMAINDER = +/- 1.163 ACRES

REQD PERM ESMT - PAR 76/SV295 REQ'D PERM. EASM'T. DE657

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20426	38.92 R	73+60.00	Flynn Crossing/Douglas Rd
	56.19	S 0°05'52.4" E	
10686	39.01 R	74+16.19	Flynn Crossing/Douglas Rd
	16.00	S 88°39'39.9" W	
DE20427	55.00 R	74+16.51	Flynn Crossing/Douglas Rd
	56.51	N 0°11'13.8" W	
DE20425	55.00 R	73+60.00	Flynn Crossing/Douglas Rd
	16.08	N 89°48'46.2" E	
DE20426	38.92 R	73+60.00	Flynn Crossing/Douglas Rd

REQD EASMT = 903.60 SF
REQD EASMT = 0.021 ACRES

REQD R/W - PAR 77/SV61/SV301 REQ'D R/W DE658

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20428	45.00 L	71+49.40	Flynn Crossing/Douglas Rd

ARC LENGTH = 46.81
CHORD BEAR = S 16°32'13.9" W
LNTH CHORD = 46.79
RADIUS = 555.00
DEGREE = 10°19'24.8"

DE20429	45.00 L	72+00.00	Flynn Crossing/Douglas Rd
	93.02	S 12°45'29.1" W	
DE20430	39.45 L	73+00.00	Flynn Crossing/Douglas Rd
	74.18	N 0°30'00.9" E	
9042	37.21 L	72+74.27	Flynn Crossing/Douglas Rd

ARC LENGTH = 114.28
CHORD BEAR = N 9°26'54.7" E
LNTH CHORD = 113.98
RADIUS = 459.90
DEGREE = 12°27'30.1"

672	30.52 L	71+53.48	Flynn Crossing/Douglas Rd
	14.97	S 86°01'53.3" E	
DE20428	45.00 L	71+49.40	Flynn Crossing/Douglas Rd

REQD R/W = 1355.38 SF
REQD R/W = 0.031 ACRES
REMAINDER = +/- 1.176 ACRES

REQD PERM ESMT - PAR 77/SV61/SV301 REQ'D PERM. EASM'T. DE659

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
10698	82.58 L	71+74.30	Flynn Crossing/Douglas Rd
	222.24	S 16°27'18.7" W	
9037	40.92 L	74+13.54	Flynn Crossing/Douglas Rd
	44.55	N 0°01'50.2" E	
9040	41.09 L	73+68.99	Flynn Crossing/Douglas Rd
	7.38	N 87°26'45.6" E	
10701	48.47 L	73+68.69	Flynn Crossing/Douglas Rd
	44.11	N 14°34'57.7" E	
10700	59.19 L	73+23.42	Flynn Crossing/Douglas Rd
	98.10	N 14°35'15.7" E	
10699	71.24 L	72+14.03	Flynn Crossing/Douglas Rd
	36.44	N 32°48'10.3" E	
10698	82.58 L	71+74.30	Flynn Crossing/Douglas Rd

REQD EASMT = 1598.63 SF
REQD EASMT = 0.037 ACRES

REQD R/W - PAR 78/SV62/SV300 REQ'D R/W DE660 R/W-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
677	60.02 R	221+04.11	McGinnis Ferry Rd Const CL
	46.71	S 2°44'23.6" W	
DE20431	85.00 L	71+05.00	Flynn Crossing/Douglas Rd
	42.17	N 86°00'46.2" W	
DE20432	45.00 L	71+20.00	Flynn Crossing/Douglas Rd

ARC LENGTH = 27.19
CHORD BEAR = S 20°21'24.9" W
LNTH CHORD = 27.19
RADIUS = 555.00
DEGREE = 10°19'24.8"

DE20428	45.00 L	71+49.40	Flynn Crossing/Douglas Rd
	14.97	N 86°01'53.3" W	
672	30.52 L	71+53.48	Flynn Crossing/Douglas Rd
	0.67	N 6°43'38.5" E	
673	30.38 L	71+52.79	Flynn Crossing/Douglas Rd

ARC LENGTH = 30.27
CHORD BEAR = N 19°04'06.1" E
LNTH CHORD = 30.27
RADIUS = 460.00
DEGREE = 12°27'20.2"

674	29.81 L	71+20.92	Flynn Crossing/Douglas Rd

ARC LENGTH = 39.79
CHORD BEAR = N 22°32'57.1" E
LNTH CHORD = 39.78
RADIUS = 460.00
DEGREE = 12°27'20.2"

675	29.52 L	70+80.30	Flynn Crossing/Douglas Rd
	27.89	N 70°29'51.5" E	
676	60.06 R	220+86.61	McGinnis Ferry Rd Const CL
	18.61	S 67°26'34.6" E	
677	60.02 R	221+04.11	McGinnis Ferry Rd Const CL

REQD R/W = 2808.90 SF
REQD R/W = 0.064 ACRES
REMAINDER = +/- 3.426 ACRES

REQD R/W - PAR 78/SV62/SV300 REQ'D R/W DE661 R/W-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20433	54.95 R	227+33.82	McGinnis Ferry Rd Const CL

ARC LENGTH = 72.87
CHORD BEAR = S 84°56'21.5" E
LNTH CHORD = 72.86
RADIUS = 2130.40
DEGREE = 2°41'22.0"

10666	52.03 R	228+04.00	McGinnis Ferry Rd Const CL
	8.55	S 0°26'15.6" W	
12700	60.54 R	228+04.76	McGinnis Ferry Rd Const CL
	14.56	N 61°37'57.6" W	
DE20434	55.00 R	227+91.90	McGinnis Ferry Rd Const CL

ARC LENGTH = 60.24
CHORD BEAR = N 82°18'53.0" W
LNTH CHORD = 60.24
RADIUS = 1255.00
DEGREE = 4°33'55.4"

DE20433	54.95 R	227+33.82	McGinnis Ferry Rd Const CL

REQD R/W = 154.88 SF
REQD R/W = 0.004 ACRES
REMAINDER = +/- 3.426 ACRES

REQD PERM ESMT - PAR 78/SV62/SV300 REQ'D PERM. EASM'T. DE662 PESMT-TRACT-1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20436	105.00 R	221+28.04	McGinnis Ferry Rd Const CL
	21.63	N 37°49'22.1" E	
10679	83.87 R	221+32.22	McGinnis Ferry Rd Const CL
	113.55	S 85°00'09.8" E	
12682	59.60 R	222+35.37	McGinnis Ferry Rd Const CL
	48.79	S 66°44'10.6" W	
DE20437	90.00 R	222+00.00	McGinnis Ferry Rd Const CL
	80.76	N 82°10'49.9" W	
DE20436	105.00 R	221+28.04	McGinnis Ferry Rd Const CL

REQD EASMT = 2103.11 SF
REQD EASMT = 0.048 ACRES

REQD PERM ESMT - PAR 78/SV62/SV300 REQ'D PERM. EASM'T. DE663 PESMT-TRACT-2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20438	58.05 R	225+00.00	McGinnis Ferry Rd Const CL
	155.17	S 81°50'35.2" E	
10667	56.96 R	226+55.16	McGinnis Ferry Rd Const CL

ARC LENGTH = 78.69
CHORD BEAR = S 82°54'04.7" E
LNTH CHORD = 78.69
RADIUS = 2130.40
DEGREE = 2°41'22.0"

DE20433	54.95 R	227+33.82	McGinnis Ferry Rd Const CL

ARC LENGTH = 60.24
CHORD BEAR = S 82°18'53.0" E
LNTH CHORD = 60.24
RADIUS = 1255.00
DEGREE = 4°33'55.4"

DE20434	55.00 R	227+91.90	McGinnis Ferry Rd Const CL
	14.56	S 61°37'57.6" E	
12700	60.54 R	228+04.76	McGinnis Ferry Rd Const CL

ARC LENGTH = 16.07
CHORD BEAR = S 59°56'05.8" W
LNTH CHORD = 16.07
RADIUS = 1159.09
DEGREE = 4°56'35.3"

DE20435	70.00 R	227+92.43	McGinnis Ferry Rd Const CL

ARC LENGTH = 50.45
CHORD BEAR = N 82°34'37.7" W
LNTH CHORD = 50.45
RADIUS = 1270.00
DEGREE = 4°30'41.3"

DE20440	70.00 R	227+44.76	McGinnis Ferry Rd Const CL
	164.84	N 83°10'38.3" W	
DE20439	75.00 R	225+80.00	McGinnis Ferry Rd Const CL
	81.78	N 69°28'45.7" W	
DE20438	58.05 R	225+00.00	McGinnis Ferry Rd Const CL

REQD EASMT = 4169.97 SF
REQD EASMT = 0.096 ACRES

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0004634
COUNTY: FORSYTH/FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH OF

DRAWING No. 60-0028

STAFF REPORT

Submitting Department: Finance
Submitted By: Shawn Mitchell
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: PRESENTATION AND DISCUSSION: RECOMMENDED FISCAL YEAR 2023 BUDGET (OPERATIONS / CAPITAL)

II. RECOMMENDATION:

The purpose of this presentation is to provide an overview of the Recommended Annual Operating and Capital Budget (the "FY 2023 Budget") and allow for a question and answer dialogue.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The Fiscal Year 2023 Budget was distributed electronically to the City Council on April 14, 2022 and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2023 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2023 budget line-item detail).

A budget excerpt is attached that includes the transmittal letter (budget overview), operating and capital initiatives, citywide fund summary and narrative, and general fund summary/narrative.

An additional FY 2023 budget workshop is scheduled for May 16, 2022.

Public Hearings and City Council action on the FY 2023 Budget and Millage Levy are tentatively scheduled for May 23rd (6:30pm), June 6th (11:30am), and June 6th (6:30pm).

Tom Harris, Finance Director, will be presenting an overview of the FY 2023 Budget.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Mayors Recommended FY 2023 Budget (4-14-22) - EXCERPT

Mayor's Recommended 2023 Budget
04/14/2022

Operating and Capital Budget for Fiscal Year 2023

THE CITY OF ALPHARETTA GEORGIA

July 1, 2022 through

June 30, 2023

City of Alpharetta, GA

Prepared by:
Finance Department
2 Park Plaza
Alpharetta, GA 30009
Phone (678) 297-6094
Fax (678) 297-6063

Annual Operating & Capital Budget

for Fiscal Year 2023

(July 1, 2022 through June 30, 2023)

EXCERPT

THE CITY OF ALPHARETTA GEORGIA

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MAYOR AND CITY COUNCIL

Mayor and City Council

DONALD MITCHELL
CITY COUNCIL (POST 1)

DMitchell@alpharetta.ga.us

BRIAN WILL
CITY COUNCIL (POST 2)

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DOUGLAS DERITO
CITY COUNCIL (POST 3)

DDerito@alpharetta.ga.us

JIM GILVIN
MAYOR

JGilvin@alpharetta.ga.us

Mission Statement

TO MAKE A POSITIVE DIFFERENCE in the community by efficiently managing public resources and providing effective services and leadership that exceed the expectations of our citizens.

JOHN HIPES
CITY COUNCIL (POST 4)

JHipes@alpharetta.ga.us

JASON BINDER
CITY COUNCIL (POST 5)

JBinder@alpharetta.ga.us

DAN MERKEL
CITY COUNCIL (POST 6)

DMerkel@alpharetta.ga.us

VISION

Vision

Our Community Vision is to advance Alpharetta as a signature City by:

Offering the highest quality of environment for our residents and businesses.

Fostering strong sense of community including safety and security.

Providing a business climate that attracts the top echelon companies.

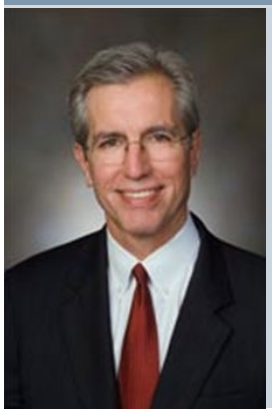
EXCERPT

Our Community Vision serves as the guiding principles for the planning and operation of our city government and each department structures its mission, goals and objectives to facilitate achievement of our mission. The icons set forth above are used throughout the Budget to identify the link between the city's Community Vision and the goals and objectives of our various departmental divisions/projects.

EXECUTIVE MANAGEMENT TEAM

Executive Management Team

BOB REGUS
CITY ADMINISTRATOR



BRegus@alpharetta.ga.us

EXECUTIVE STAFF		
James Drinkard	JDrinkard@alpharetta.ga.us	Assistant City Administrator
Brooke Lappin	BLappin@alpharetta.ga.us	Director of Municipal Court Services
John Robison	JRobison@alpharetta.ga.us	Director of Public Safety
Pete Sewczwicz	PSewczwicz@alpharetta.ga.us	Director of Public Works
Morgan Rodgers	MRodgers@alpharetta.ga.us	Director of Recreation, Parks & Cultural Services
Kathi Cook	KCook@alpharetta.ga.us	Director of Community and Economic Development
Thomas G. Harris	THarris@alpharetta.ga.us	Director of Finance
Cris Randall	CRandall@alpharetta.ga.us	Director of Human Resources
Randy Bundy	RBundy@alpharetta.ga.us	Director of Information Technology
Lauren Shapiro	LShapiro@alpharetta.ga.us	City Clerk

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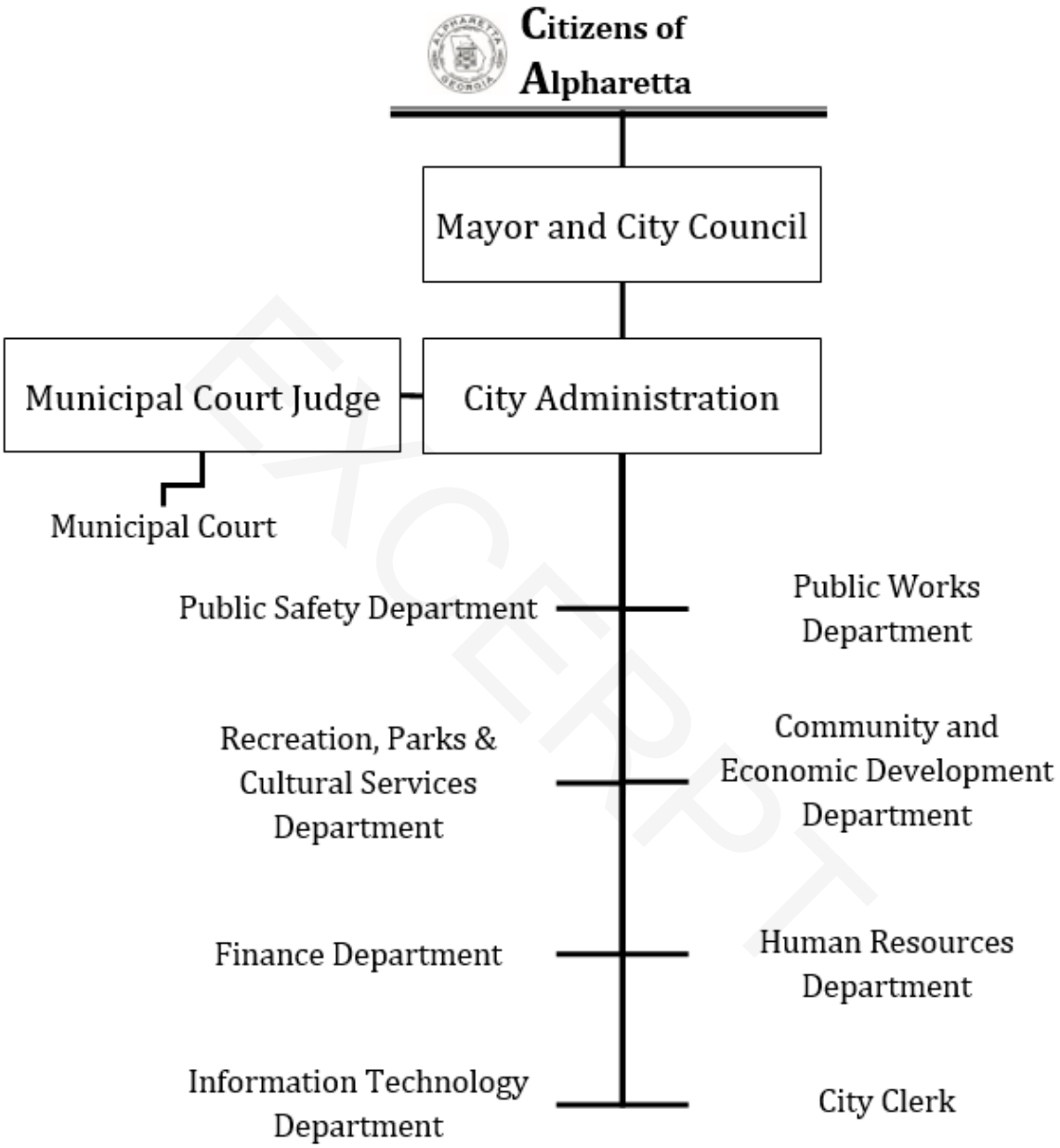
ORGANIZATIONAL STRUCTURE

Organizational Structure



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

April 14, 2022

To the City Council and Citizens of Alpharetta:

We are pleased to present our Annual Operating and Capital Budget for Fiscal Year 2023 (the "Budget") of the City of Alpharetta, Georgia. Our recommendations are based on direction provided at our City Council Retreat as well as a thorough review of our current financial status, revenue trends, economic data, and our standard of providing top level service while maintaining our focus on keeping Alpharetta an affordable option for our citizens and stakeholders.

As detailed herein through our discussion of expenditure trends, the city's budget is in the midst of multiple disruptive economic pressures. As quickly as the COVID-19 pandemic and its associated social distancing measures drove a decline in economic activity, the current phase of post-lockdown economic activity coupled with Federal stimulus has resulted in a spike of economic growth. This strong economic growth can be witnessed in our revenue trends as well as our expenditure trends which seek to meet a spiking service demand from our customers while also covering unprecedented inflationary (e.g., labor costs) and market-based cost pressures (e.g., fuel, steel, concrete, wood, etc.).

Today, more than ever, governments need to be nimble to respond to market conditions.

Alpharetta's 2023 budget is focused on responding to market conditions in a prudent manner including maintaining a competitive compensation package for it staff and keeping up with market prices from our private service providers.

In light of the current economic challenges, staff has compiled a budget in line with our guiding principles that accomplishes the following:

- Tax-burden reductions for our homeowners in excess of $5.5 million annually (see section entitled *Taxpayer Savings* for more information).

MAYOR
Jim Gilvin

MAYOR Pro Tem
Dan Merkel

COUNCIL MEMBERS
Jason Binder
Douglas J. DeRito
John Hipes
Donald F. Mitchell
Brian Will

CITY ADMINISTRATOR
Robert J. Regus

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- Maintenance of the city's millage rate at 5.750 mills (flat with FY 2022) while covering debt service on the newly issued 2022 General Obligation Parks Bond[1].
- Focus on meeting spiking service demand (e.g., recreation programs) with the same high service levels our citizenry, business owners, and stakeholders expect from our city. This includes alignment of departmental operating budgets to ensure competitive compensation packages for staff and sufficient funding for private service providers.
- Capital investment focused on maintaining and improving city infrastructure and assets ($22.8 million when including potential grant sources) while reserving sufficient funds to provide flexibility for future prioritized capital investment ($2.8 million).

Budget Process and Overview

The Fiscal Year 2023 Budget process began with an update of the city's financial condition, which was presented to the Mayor and City Council during the January 2022 City Council retreat. During this update, a financial plan was established which prioritized the use of available fund balance to position the city most effectively for financial success in the future. This information was also shared with the city's department directors during budget kick-off meetings.

City departments responded to the direction provided by the Finance Department and submitted their 2023 budget requests to be in-line with current revenue estimates and forecasted service delivery needs.

The FY 2023 Budget is balanced for all funds and totals $153 million with the breakdown by fund type as follows:

FUNDS BY TYPE	$	
General Fund	$ 91,144,593	
Special Revenue Funds	15,029,595	(1)
Debt Service Fund	6,598,458	
Capital Project Funds	22,594,800	(1)
Solid Waste Fund	6,052,861	
Risk Management Fund	1,678,300	
Medical Insurance Fund	9,000,000	
OPEB Funds	707,640	
Total	$152,806,247	

(1) Amounts contained herein represent new appropriations for FY 2023. Unexpended FY 2022 appropriations for City Council approved projects are re-appropriated annually pursuant to city policy.

[1] Please refer to the *Debt Service Fund Summary* section of this document for more information on this bond issue.

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Several of the major points of the FY 2023 Budget are as follows:

- Management of personnel and compensation program to align with current market environment which includes budgetary adjustments to cover significant inflation in labor costs which are necessary to retain and recruit our highly skilled workforce:
  - Staffing level at 452 full-time equivalents "FTE" with the funding breakdown as follows:
    - 452.5 full-time equivalents (funded). This does not include the additional personnel requests included within the Operating Initiatives section of this report. These positions (and associated appropriations) will be added to the departmental operating budgets upon direction from the Mayor/Council;
    - 1.5 full-time equivalents (unfunded; budgetary savings of $167,000); positions to remain vacant pending an identified funding source and workload justification.
  - Staffing compensation adjustments aimed at maintaining competitiveness in an inflationary labor market include:
    - Recent compensation adjustments:
      - July 1, 2021: Continuation of the annual performance-based merit program (3% on average) in an estimated cost of $1 million annually.
      - November 19, 2021: The following mid-year 2022 adjustments (combined) result in an estimated cost of $1.9 million annually.
        - Across-the-board 3% salary adjustment for all employees.
        - Additional across-the-board 10% salary adjustment for 911 personnel and sworn Police Officers to maintain market competitiveness in recruitment and retention.
    - Proposed compensation adjustments:
      - October 1, 2022: Increase in the annual performance-based merit program (4% on average) in a total estimated cost of $1.6 million. This figure is included within the departmental operating budgets.
      - July 1, 2022 (Operating Initiative): Salary compression adjustments in an amount totaling $825,000 annually

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INTRODUCTION AND OVERVIEW

(including taxes/benefits). Specifically, this initiative represents a continuation of the City's salary adjustment process and follows the recent adjustments related to maintaining competitiveness within the market. This phase is focused on adjusting internal compression issues within our pay structure to ensure we maintain a fair and equitable compensation plan for our employees. The forecasted cost reflects salary adjustments and those impacted benefit line items (e.g., FICA, pension, etc.). This funding will be added will be added to the departmental operating budgets upon direction from the Mayor/Council.

- Increase (6% or $1.1 million) in departmental maintenance and operations budgets (General Fund) that is experiencing unprecedented inflationary growth through our labor-intensive contracted services (e.g., landscaping services, janitorial services, etc.), material-intensive contracts (maintenance needs that utilize concrete, wood, technology items that utilize microchips, etc.), and basic commodities like fuel. Specific cost drivers include:
  - Labor-Intensive Contracts: The city's landscape maintenance contract (right-of-way) expired during FY 2022 and was rebid to a 69% increase in costs due primarily to explosive growth in labor rates experience by that market sector. This contract alone resulted in cost growth of $276,478 annually (last rebid 5-years ago). The city's landscape maintenance contract (parks) expired during FY 2022 and was rebid to a 47% increase in costs due primarily to explosive growth in labor rates experience by that market sector. This contract resulted in cost growth of $225,000 annually (last rebid 5-years ago). The city's labor-intensive contract costs will most likely continue to result in high growth-pressures over the next several years as our private-sector partners adapt to inflationary labor cost spikes (e.g., janitorial services, etc.).
  - Commodity-Intensive Activities: Grounds-Maintenance and Facility-Maintenance accounts represent budget-to-budget cost growth of $48,593 and $84,488 respectively due to large increases in commodity costs (e.g., steel, wood, concrete, etc.) and labor-rates (e.g., HVAC repair, etc.).
  - Fuel costs are forecast to grow 38% in FY 2023 (+$155,086) as economic growth continues and places upward pressure on demand relative to supply. Instability in Europe will further increase the volatility of fuel prices.
  - Travel/Training costs are forecast to grow 31% in FY 2023 (+$98,134) and reflect an adjustment following post-COVID lockdowns (which included a

INTRODUCTION AND OVERVIEW

freeze on travel) as staff is able to seek professional development opportunities in a safe and efficient manner.

- IT Professional Service costs are forecast to grow 15% in FY 2023 (+$308,748) and represent a combination of service alterations to reflect: a more mobile-responsive workforce (forecasted growth of $80,000 in cloud storage usage); a more technologically secure infrastructure (forecasted growth of $65,000 for security scanning software, password storage software, etc.); prior-year initiatives (forecasted cost growth of $47,500 for eCourts [Municipal Court] and CityWorks Respond [Community Development]); and a reallocation of line-items previously paid from the Maintenance Contracts account that should be accounted for in the IT Professional Services account moving forward to ensure consistency and IT visibility ($111,700 for existing software services such as NOVAtime, Bonfire, OpenGov, DocuSign, etc.).

- The departmental operating capital/lease budget primarily represents funding for the city's capital lease obligations (fire trucks, police tasers, etc.) coupled with minor maintenance capital needs.

- Funding set aside for Operating Initiatives and/or additional Recurring Capital totals $1.7 million (net) and has been programmed into a non-allocated account within the General Fund. Recommended initiatives total $1.4 million and there is an additional capital requirement of $152,500 associated with these requests that is included within the Capital Initiative Requests for 2023. Residual appropriations total $330,000 and is available for funding additional Operating Initiatives and/or augmenting Recurring Capital.

  Operating Initiatives not recommended for funding total $1,462,500 and include capital investment requirements of $594,000.

  Please refer to the *Operating Initiatives Request* section of this document for detail of the requests

- Funding from the General Fund which is available for immediate capital investment in 2023 includes the following:
  - $12,639,800 Fund Balance for one-time capital;
  - 3,000,000 Recurring Capital Contribution from the General Fund
    $15,639,800

Please refer to the Fund and Departmental Summary sections of this document for (1) multi-year revenue/expense statements on both a citywide and individual fund basis (e.g. Special Revenue Funds, Enterprise Fund, etc.) as well as (2) a personnel listing by department.

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Budget and Millage Rate Hearings

As set forth under Georgia law and the City of Alpharetta Code, citizen input is solicited during the process of adopting the budget through publicly advertised meetings as follows.

DATE	ACTION
April 14, 2022	Distribute 2023 Mayor's Recommended Budget
May 2, 2022	Council Meeting
May 16, 2022	Council Meeting
May 23, 2022	1st Public Hearing and Council Meeting (Budget/Millage)
	1st reading of Budget/Millage Ordinance
June 6, 2022	2nd Public Hearing (Budget/Millage)
June 6, 2022	3rd Public Hearing and Council Meetings (Budget/Millage)
	2nd reading of Budget/Millage Ordinance

Budget Issues and Priorities

The FY 2023 Budget formalizes numerous key financial factors which have been themes for several years within the government.

- ✓ Bond ratings;
- ✓ Cost of government;
- ✓ Taxpayer savings;
- ✓ Debt service payments;
- ✓ Expansion of departmental service levels;
- ✓ Maintaining an effective capital improvement program;
- ✓ Proper use of fund balance; and
- ✓ Funding recurring capital from operating budget.

Bond Ratings

The city's AAA bond rating was reaffirmed by Moody's and Standard & Poor's ("S&P") during January 2022 in conjunction with the sale of $27 million (par) of Series 2022 General Obligation Bonds to fund a variety of park enhancements and projects.

The AAA rating represents the highest rating available to municipalities and translates to significant savings to our citizens and stakeholders through reduced borrowing costs. This rating demonstrates the strongest creditworthiness relative to other US municipal or tax-exempt issuers and reflects the city's current sound financial position as well as strong financial management practices guiding our ongoing decision making. These practices are supported by formal policies to guide budget and procurement practices, capital investment, and debt management. Other positive factors include a relatively strong economic base and manageable debt/pension burdens. The FY 2023 Budget is mindful of these factors and the

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INTRODUCTION AND OVERVIEW

importance of maintaining the highest rating, not only for our citizens but also our bondholders.

Cost of Government

The city has historically acknowledged the need to provide a taxation rate commensurate with the government's level of service.

The FY 2023 Budget is based on maintenance of the city's millage rate at 5.750 mills.

- The portion of the millage rate funding debt service (Debt Service Fund) is estimated to increase 0.15 mills compared to FY 2022 to a total of 0.965 mills. This millage rate shift is necessary to cover debt service on the Series 2022 General Obligation Bonds for park improvements ($1.6 million annually).
- The portion of the millage rate funding operations and recurring capital investment (General Fund) is estimated to decline -0.15 mills compared to FY 2022 to a total of 4.785 mills. This reduction was necessary due to escalating debt service requirements (see above).

Fiscal Year	Operating Millage Levy	Debt Service Millage Levy	Total Millage Levy	% Increase (Decrease)
2023	4.785	0.965	5.750	0.0%
2022	4.935	0.815	5.750	0.0%
2021	4.935	0.815	5.750	0.0%
2020	4.820	0.930	5.750	0.0%
2019	4.770	0.980	5.750	0.0%
2018	4.720	1.030	5.750	0.0%
2017	4.620	1.130	5.750	0.0%
2016	5.000	0.750	5.750	0.0%
2015	4.950	0.800	5.750	0.0%
2014	4.870	0.880	5.750	0.0%

Taxpayer Savings

The FY 2023 millage rate, coupled with the city's substantial Homestead Exemptions, goes great lengths in keeping Alpharetta an affordable place to live and strategically positions us relative to neighboring areas. The city's multiple homestead exemptions are estimated to save our homeowners over $5.5 million annually and include:

- Floating Homestead exemption that caps the taxable value growth of homesteaded properties to the lesser of 3% or CPI;
- Basic Homestead exemption of $45,000 off the assessed value of homesteaded properties which is among the highest in the State;

INTRODUCTION AND OVERVIEW

- Senior Basic Homestead exemption of $25,000 off the assessed value of homesteaded properties for residents aged 65 and older;
- Senior full-value exemption available to residents aged 70 and older who meet certain income requirements.

Debt Service Payments

The city's primary method of funding large scale capital projects is through the issuance of bonds (e.g., general obligation bonds, Development Authority bonds, etc.). General obligation bonds have been issued to fund numerous large-scale projects including public safety facilities, parks and recreation facilities, and transportation improvements that continue to define Alpharetta as a desirable community to work and live. General obligation bonds are funded through a separate millage levy (discussed below).

The Alpharetta Development Authority, a component unit of the city that is focused on economic development within our borders, issued bonds in 2016 to fund construction of our state-of-the-art Conference Center. These bonds are funded by a portion of the Hotel/Motel Tax.

Principal and interest payments for fiscal year 2023 are budgeted at $8.2 million with the following forecast: 2024 - 2041[2]: $8.7 million (annual average); 2042[3]: $3.6 million; 2043-2046[4] totaling $1.6 million (annual average). These figures include city and Development Authority obligations and span multiple Funds.

Expansion of Departmental Service Levels (Operating Initiatives)

Funding set aside for Operating Initiatives and/or additional Recurring Capital totals $1.7 million (net) and has been programmed into a non-allocated account within the General Fund. Recommended initiatives total $1.4 million and there is an additional capital requirement of $152,500 associated with these requests that is included within the Capital Initiative Requests for 2023. Residual appropriations total $330,000 and is available for funding additional Operating Initiatives and/or augmenting Recurring Capital.

Operating Initiatives not recommended for funding total $1,462,500 and include capital investment requirements of $594,000.

Please refer to the *Operating Initiatives Request* section of this document for detail of the requests.

[2] Represents the final maturity of the Series 2016 Alpharetta Parks and Transportation Bonds issued in FY 2017.
[3] Includes the final maturity of the Series 2016 Development Authority Revenue Bonds in FY 2016.
[4] Represents the final maturity of the Series 2022 General Obligation Bonds issued in FY 2022.

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Proper Use of Fund Balance

General Fund - Based on audited financial statements for the year ended June 30, 2021, the city's fund balance totaled $35.7 million. Of this amount, approximately $5.8 million was appropriated in the FY 2022 Budget for capital/one-time initiatives/reserve and $17.2 million has been designated as an emergency account based on a conservative policy of 25% of total appropriations (i.e., roughly 3 months of operating expenditures). It has been the city's policy to utilize the remaining fund balance above the emergency requirement for one-time expenditures (generally capital investment). Available capital/one-time initiative funding for FY 2023 totals $12.6 million.

Funding Recurring Capital/Operational Reserves from Operating Budget

The 2020 budget included $4.8 million in appropriations within the General Fund budget to fund recurring capital initiatives (e.g., milling and resurfacing of city streets, traffic equipment replacement, fleet replacement, stormwater repair and maintenance, etc.). By programming the recurring capital program into the operating budget, the city is announcing to its citizens and stakeholders that capital investment in our roads and infrastructure is a priority that should be funded with certainty as opposed to relying on fund balance which may or may not be accumulated.

However, due to the sudden impact of COVID-19 on forecasted revenues, operational funding from the General Fund for recurring capital was reduced to $189,000 in FY 2021. The city is slowly growing the recurring capital funding in accordance with revenue growth and operational needs. The FY 2022 Budget included a recurring capital funding level of $1.7 million.

Funding from the General Fund available for immediate capital investment in 2023 includes the following:

- $12,639,800 Fund Balance for one-time capital;
- 3,000,000 Recurring Capital Contribution from the General Fund

$15,639,800

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INTRODUCTION AND OVERVIEW

Maintaining an Effective Capital Improvement Program (Capital Initiatives)

The FY 2023 Capital Plan includes funding of $25.5 million for capital initiatives (including potential grant funding). Recommended capital investment totals $22.8 million and is focused on maintaining and improving city infrastructure and assets. An additional $2.8 million is being reserved to provide flexibility for future prioritized capital investment.

	Capital Project Fund	Stormwater Capital Fund	T-SPLOST Fund	Impact Fee Fund	E911 Fund	Subtotal	Other Sources	Total
Sources:								
Available Fund Balance	$ 2,500,000	$ -	$ 4,300,000	$ 1,668,690	$330,000	$ 8,798,690	$ -	$ 8,798,690
General Fund								
Recurring Capital Program	-	3,000,000	-	-	-	3,000,000	-	3,000,000
Available Fund Balance	11,039,800	1,600,000	-	-	-	12,639,800	-	12,639,800
Other (Taxes, Interest, etc.)	155,000	-	-	350,000	-	505,000	-	505,000
Grants (LMIG)	-	-	-	-	-	-	600,000	600,000
	$ 13,694,800	**$ 4,600,000**	**$ 4,300,000**	**$ 2,018,690**	**$330,000**	**$ 24,943,490**	**$ 600,000**	**$ 25,543,490**
Uses:								
Capital								
City Administration	$ 145,000	$ -	$ -	$ -		$ 145,000	$ -	$ 145,000
Community Development	100,000	-	-	-		100,000	-	100,000
Human Resources	72,500	-	-	-		72,500	-	72,500
Information Technology	500,000	-	-	-		500,000	-	500,000
Public Safety	4,271,810	-	-	18,690	330,000	4,620,500	-	4,620,500
Public Works	3,823,000	4,600,000	2,000,000	-	-	10,423,000	600,000	11,023,000
Recreation, Parks & Cultural Services	1,990,000	-	2,300,000	2,000,000		6,290,000	-	6,290,000
	$ 10,902,310	**$ 4,600,000**	**$ 4,300,000**	**$ 2,018,690**	**$330,000**	**$ 22,151,000**	**$ 600,000**	**$ 22,751,000**
Non-Allocated:								
Future Capital/One-Time	$ 2,792,490	$ -	$ -	$ -	$ -	$ 2,792,490	$ -	$ 2,792,490
	$ 2,792,490	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,792,490**	**$ -**	**$ 2,792,490**

Please refer to the *Capital Initiatives Request* section of this document for detail of the requests.

In closing, while this budget is conveyed on behalf of the Mayor, this document is due in large part to the diligent work of staff, as well as the constructive management provided by the City Council and the feedback provided by our citizenry. We would like to thank our elected officials for their effective leadership and commitment to continuing our Signature City status in the region, despite the many demands on their time and interests.

Respectfully Submitted,

Jim Gilvin
Mayor

Robert J. Regus
City Administrator

Thomas G. Harris
Finance Director

OPERATING INITIATIVE REQUESTS

Operating Initiative Requests

Executive Summary

	Revenue	Expense	Net Cost	Capital Component
Funding Available for Operating Initiatives:	**$ 270,000**	**$ 1,995,900**	**$ 1,725,900**	
Recommended Initiatives:				
Citywide				
Salary Compression Adjustments	$ -	$ 825,000	$ 825,000	$ -
Human Resources Department				
HR Specialist Position (+1 FTE)	-	107,500	107,500	-
Public Safety Department				
Jail Operations	-	200,000	200,000	TBD
NEARMAP GIS	-	4,000	4,000	-
Fleetio Fleet Software	-	15,000	15,000	-
Community Paramedic (+1 FTE)	-	100,000	100,000	70,000
Crime Scene Detective (+1 FTE)	-	105,000	105,000	82,500
Recreation, Parks & Cultural Services				
Event Barricades	-	32,400	32,400	-
Preston Ridge Community Ctr (+1 FTE)	100,000	124,000	24,000	-
MVP Zone Day Camp	100,000	85,000	(15,000)	-
Adventure Day Camp	70,000	68,000	(2,000)	-
	$ 270,000	**$ 1,665,900**	**$ 1,395,900**	**$ 152,500**
Remaining Funds Available for Operating Initiatives:			**$ 330,000**	

Funding set aside for Operating Initiatives and/or additional Recurring Capital totals $1.7 million (net) and has been programmed into a non-allocated account within the General Fund. Recommended initiatives total $1.4 million and there is an additional capital requirement of $152,500 associated with these requests that is included within the Capital Initiative Requests for 2023. Residual appropriations total $330,000 and is available for funding additional Operating Initiatives and/or augmenting Recurring Capital.

Operating Initiatives not recommended for funding total $1,462,500 and include capital investment requirements of $594,000.

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OPERATING INITIATIVE REQUESTS

Detail (Recommended Operating Initiatives)

Citywide

Salary Compression Adjustments **$825,000**

This initiative represents a continuation of the City's salary adjustment process and follows the recent adjustments related to maintaining competitiveness within the market. Specifically, this phase is focused on adjusting internal compression issues within our pay structure to ensure we maintain a fair and equitable compensation plan for our employees. The forecasted cost reflects salary adjustments and those impacted benefit line items (e.g., FICA, pension, etc.).

General Fund

Human Resources

HR Specialist position (+1 FTE) **$107,500**

The proposed new position will be responsible for recruitment and the administration of our human resources information systems (HRIS) current modules (applicant tracking system, onboarding, eforms, personnel records management system), and any future additions (i.e., performance evaluation). The increase of use of technology requires recruiting an HR professional with a new mix of skills who combine technological expertise with good social interaction, understanding of human resources field, self-motivation, and strong project management skills to coordinate, implement, and train users in the new technological features. Demands and workload performed by current HR personnel exceeds staff capacity.

According to the SHRM 2015 Workforce Analytics, the HR-to-employee ratio is 1.22 fulltime HR professional staff per 100 employees, not including administrative support staff required to process day-to-day tasks. This ratio is at an all-time high, and in sharp contrast to the marked drops we have seen in recent years. The new ratio is primarily attributable to unprecedented workforce growth, recruitment challenges, and an increased need to support the added HR burden on businesses. Our current HR Department organizational chart is composed of two professional positions and one administrative support position supporting 420+ employees half of the year, and 520+ the remaining of the months due to work conducted towards recruitment, onboarding and offboarding temporary seasonal staff.

Additionally, the nationwide push for gender and racial equity, social justice, and inclusion, will continue to challenge organizations to constantly evaluate its practices and provide resources and training to the workforce to ensure a fair and equal treatment. Staff will be needed to deal with the influx of coaching, training, and potential internal investigations.

Personnel costs are estimated at $100,000 annually and reflect salary and benefit costs only. Operational costs in year one includes equipment (phone, computer, etc.) and limited training costs totaling $7,500. Starting in 2024, annual operational costs are estimated at $5,000 and primarily consist of training/professional development.

OPERATING INITIATIVE REQUESTS

Public Safety

Jail Operations **$200,000**

This initiative is a placeholder for jail operational funding in whichever form it takes (IGA with Fulton County, Authority, etc.).

NEARMAP GIS **$4,000**

Using new and emerging technology involving aerial photography, artificial intelligence (AI), combined with GIS functionality, NEARMAP provides a service which gathers and provides building footprint information along with other data not readily available. Building Height, Building square footage, number of stories are generated into GIS compatible data sets that can be combined with other GIS available data to create a more comprehensive emergency services operational picture. This operational data would be made available to both Fire and Police services during emergency response. The resulting value is increased safety of emergency employees.

Fleetio Fleet Software **$15,000**

Fleetio is a replacement product for Collective Fleet. Fleetio offers a cloud-based solution to manage and maintain our fleet, billed at a per vehicle rate. Fleetio offers user friendly reporting, easily readable dashboards with current metrics, and mobile phone apps which make vehicle inspections painless. Preventive maintenance reminders and vehicle assignments can be programmed into the system to hold users accountable. Fleetio offers a passthrough service for billing and workorders, so we pay Fleetio directly while fully capturing invoice details from our vendors, eliminating duplicate data entry, and ensuring accurate information for our vehicles. Pricing is for 200 vehicles added to system, plus Single Sign On integration to use Active Directory Credentials.

Community Paramedic (+1 FTE) **$100,000**
($100,000 operations/$70,000 capital)

The proposed new position increases responsiveness to community needs by adding dedicated a full-time Community Paramedic position. Benefits of program include more efficient call volume/responses, improved patient follow-up and patient advocacy to those citizens who may not need 911 services but do require assistance. Our current Community Paramedic works in a part-time capacity, however the need for the program has grown to the point where we have a waiting list of citizens who may require our services. Unfortunately, due to increased call volume and the part-time attention that the program receives, we are unable to keep up with demand. The hope is that our current Community Paramedic become a full-time position, so we may better attend to the many needs of our citizens on a daily basis.

Personnel costs are estimated at $91,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $9,000 and include professional development, uniforms, general supplies, and fuel. There is a companion one-time capital request for $70,000 that includes funding for a vehicle purchase (and upfitting), mobile and portable radios, laptop, etc.

OPERATING INITIATIVE REQUESTS

Crime Scene Detective (+1 FTE) $105,000
($105,000 operations/$82,500 capital)

The Criminal Investigations Division (CID) has been without a dedicated or primarily assigned person to effectively process crime scenes and evidence collected since midyear of 2020. Since that time, there have been several incidents where a crime scene technician could have been utilized to assist with that portion of the investigation, and reduce the risk created of evidence lost or missed during the processing of scenes and evidence.

The importance of thorough and proper processing of crime scenes and evidence cannot be understated. There are those cases where trace evidence provides the critical link to successful identification and prosecution. These things could be overlooked by detectives who are processing their own scene while at the same time concerned with victim and witness interviews, suspect interrogations, applications for warrants, etc. It would be a disservice to our community if justice could not be found for our victims due to a lack of a resource that a dedicated crime scene technician can provide.

The proposed position's primary function would be to respond and process scenes and evidence collected. While this would be their primary function, this position will also be required to work a light case load consisting of minor property crimes when not working on their primary functions.

Personnel costs are estimated at $91,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $14,000 and include professional development, uniforms, general supplies, and fuel. There is a companion one-time capital request for $82,500 that includes funding for a vehicle purchase (and upfitting), mobile and portable radios, laptop, body camera, crime scene equipment, etc.

Recreation, Parks & Cultural Services

Event Barricades $32,400

This initiative is being driven by Public Safety, with input from Public Works. The Community Services Division of Recreation, Parks & Cultural Services will be utilizing the safety barricade plan outlined by the Public Safety and Public Works Departments at the large special events. Specifically, this will be an annual expense for the Taste of Alpharetta ($12,000), Brew Moon Summer ($5,600), Brew Moon Fall ($5,600) and Wire & Wood ($9,200).

Preston Ridge Community Ctr (+1 FTE) $124,000 (costs); $100,000 (revenues)

Preston Ridge Community Center (PRCC) opened its doors June of 2021. The center was slated to open in 2020, but COVID changed those plans. The facility has been operating on a minimal budget and has no full-time staff to manage the daily programs and running of the building.

Currently, programming is around 35% of the capacity of the facility, with rentals continuing to increase. The building has been temporarily staffed with a Recreation Coordinator splitting his time between PRCC and Athletics; he has since been promoted

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OPERATING INITIATIVE REQUESTS

to Supervisor at the Wills Park Recreation Center and can no longer oversee operations at PRCC. Part time staff are currently managing the front desk and part-time and full-time coordinators are filling in temporarily.

A Recreation Coordinator is needed full-time to continue programming and growing the offerings at PRCC. There may come a time where PRCC needs a Recreation Supervisor, but currently in its infancy, a Coordinator is appropriate for staffing.

Preston Ridge Community Center has great potential to be an active, collaborative, and exceptional Community Center with the right Coordinator in there to do the job and the funding for programming.

Personnel costs are estimated at $75,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $49,000 and include professional services (instructor fees), general supplies, etc. Year 1 revenue generation under an expanded operational plan is estimated at $100,000 and forecast to stabilize at $125,000 annually by year 2.

MVP Zone Day Camp **$85,000 (costs); $100,000 (revenues)**

In Spring of 2020, two program initiatives were submitted for approval for MVP Zone Sports Camp and Teen Adventure Camp. Registration numbers for all programs were at an all-time high and the addition of these two camps to the all-day choices for the parents of the City of Alpharetta were sure to fill up Summer 2020. Then COVID happened and all initiatives were pulled from the budget process.

Knowing that the youth in Alpharetta had their lives disrupted by COVID, staff felt a strong responsibility to offer Summer programming that would bring back a level of normalcy to our campers. Without full classes, the Recreation Services budget was left with a surplus that we were able to put towards MVP Zone Sports camp for summer of 2020. The camp served 368 campers for 8 weeks that summer, there were no field trips, and the specialty activities were brought to the park. Summer of 2021 funds were still able to be pulled from areas that had not yet recovered and the camp was funded, serving 371 campers for 7 weeks, again with no field trips. Summer of 2022 plans to offer 8 weeks of camp.

Teen adventure camp was cancelled Summer of 2020, but it was held Summer 2021 serving 72 campers for 2 weeks. This camp offered daily trips utilizing the AAAC busses. Funding was also pulled from areas not yet recovered. This summer the plan is to offer 6 weeks with a maximum of 45 campers per week.

The reason these two camps came about were two-fold. (1) Wills Park Day Camp had a consistent waitlist every year at least 30+ deep. Staff felt that if we could add an additional camp that had a sports theme to it, we could accommodate more campers; the last two summers show that this was an intelligent and successful decision. (2) The Department Master Plan and the Recreation Services Strategy both call for offerings that (a) serve teens and (b) provide programming during the summer months that keep

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children engaged in safe, educational, and fun activities, as well as providing an option for working parents.

Both camps have shown that they are utilized by the citizens of Alpharetta, City of Alpharetta employees and neighboring cities, especially the teen camp, and are an important part of Summer programming offered by the City of Alpharetta.

Recreation Services programming is currently back to 2019 levels, and in some areas, even higher. There will be no surplus to pull from this Summer to fund these camps; that is why it is so important that these initiatives are approved for FY 2023.

Personnel costs are estimated at $40,000 annually and reflect seasonal salaries and benefits only. Operational costs are estimated at $45,000 and include professional services (instructor fees), equipment rentals, general supplies, etc. Revenue generation is estimated at $100,000 annually.

Adventure Day Camp **$68,000 (costs); $70,000 (revenues)**

It's becoming clearer that no matter where kids end up—in summer school, with grandparents or at home—it's essential to keep kid's minds active and engaged during the summer. Offering a teen adventure camp for ages 12-15 will provide an opportunity for teenagers to interact effectively with other people. Campers will be on field trips, in the community or participating in community service projects daily. Very little time will be spent in a facility. In the unplugged, noncompetitive camp culture, teens build up their "emotional intelligence" (EQ), their face-to-face communication and relationship skills. Coming out of the pandemic, which has highly affected the youth, Recreation Services feels even more compelled to offer outlets of recreation for all ages and for the working parents that need their children engaged in a safe and structured environment. Max 50 campers. Registration Fees: Resident $225.00/ Non-Resident $337.50.

Personnel costs are estimated at $25,000 annually and reflect seasonal salaries and benefits only. Operational costs are estimated at $43,000 and include professional services (instructor fees), equipment rentals, general supplies, etc. Revenue generation is estimated at $70,000 annually.

OPERATING INITIATIVE REQUESTS

Detail (Unfunded Operating Initiatives)

General Fund

Information Technology

Security Operations Center **$200,000**

This request is to address workload and efficiency issues for the existing City security staff and to provide 24/7 coverage, the City needs to account all security and authentication devices installed in the network including but not limited to firewalls, end-point security, etc. Costs represent annual licensing and maintenance fees. This initiative was highly recommended in the IT Review Project conducted by Layer3Com in 2021.

Enterprise Endpoint Management **$150,000**

This request is to provide for enterprise endpoint management with a focus on security and vulnerability testing. Costs represent annual licensing and maintenance fees.

Network Operations Center **$120,000**

This request is to address the workload and efficiency issues for the existing City network staff and to provide 24/7 coverage. Costs represent annual licensing and maintenance fees. This initiative was highly recommended in the IT Review Project conducted by Layer3Com in 2021.

Enterprise Password Management **$50,000**

This request is to provide for password management for all users. Costs represent annual licensing and maintenance fees.

Vendor Access Management **$20,000**

This request is to provide managed remoted access for vendors; the price may decrease based on the number of licenses needed. Costs represent annual licensing and maintenance fees.

SharePoint Management **$10,000**

This request is to provide SharePoint system management enhancement. Costs represent annual licensing and maintenance fees.

Public Safety

Police Officers (+8 FTE) **$722,000**
($722,000 operations/$594,000 capital)

The Uniform Patrol Division and Special Operations Division have reached a critical point in terms of their ability to meet the various missions of the department. The addition of the downtown area and its expansion over the past couple of years has created a need for a continuous police presence to ensure a pleasant and safe experience for visitors. We currently take a patchwork approach to patrolling downtown using a combination of bicycle units, patrol officers, and overtime positions to meet the needs of the area. This

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allows us to maintain safety, but not the presence and police coverage throughout the city we all desire. The workload is at a level which requires dedicated staff to provide the level of customer service and police presence expected by the citizens and city leadership. Due to training, sickness/injury, and PTO, we regularly have days where only 5 or 6 officers are actively patrolling the city and responding to 911 calls.

We are requesting an additional eight sworn police officers to be able increase our presence and response in the downtown area and throughout the city. It is critical that we keep a constant presence in downtown and Avalon so that visitors and citizens continue to feel safe and enjoy their time in Alpharetta. Without additional people, we fear the quality of work and customer service will suffer. Our plan for the eight additional officers will allow us the opportunity to open the downtown zone and maintain an ongoing presence with four uniform and bike patrol units. These units handle all calls for service and provide a visible presence during the peak hours of the day and evening.

The remaining four officers would be divided among the Uniform Patrol Squads add additional officers in the busier zones. These additional officers would allow us more flexibility and ensure we never have fewer than 8-10 officers patrolling the city at any time. Adding these positions will eliminate the need to restrict time off and will provide better coverage and response to calls for service. These additional positions will also enable us to provide more growth opportunities for officers to keep them satisfied and engaged with their careers.

Personnel costs are estimated at $600,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $122,000 and include professional development, uniforms, general supplies, and fuel. There is a companion one-time capital request for $594,000 that includes funding for vehicle purchases (and upfitting), mobile and portable radios, laptops, body cameras, cell phones, etc.

Part-Time Administrative Position - Fire Training (+0.5 FTE) $34,000

With the increased demand on the Fire Training Division, it is necessary that we hire a part-time employee to assist in the administrative portion of keeping our personnel certified. Fire Training and EMS Training would utilize this position for class registrations, document preparations, and other clerical duties that would increase the overall efficiency of the units. These units have been understaffed for years. An uncertified part-time position will alleviate our certified personnel from having to do these clerical jobs so that they can focus on the training of our certified staff members in order to reach our departments mission goals.

Personnel costs are estimated at $31,500 annually and reflect salary and benefit costs only. Operational costs are estimated at $2,500 and include general supplies and miscellaneous operational costs.

OPERATING INITIATIVE REQUESTS

SWAT Training and Conferences **$53,500**

- **SWAT Medic Training ($10,000):** Two SWAT Medics need to attend a Tactical Medic Class. Thought our Medics are highly trained they need more advanced training in trauma care specific to the type of specialized care needed to treat wounds and injuries that happen in SWAT operations and training. They will receive advanced training taught by medics that have been in combat which is the top-of-the-line newest techniques that will allow them to get the skills to save more lives in the most serious of situations.
- **SWAT Sniper Training ($7,250):** The two SWAT Long Rifleman need to attend an advanced Marksmanship Class. This training will give enhance their skill in making precision rifle shots in different environments, in various conditions, from different positions. When these operators take a shot, they are shooting at an area of about an inch and a half so their skill must be at the highest level, so these types of classes are crucial for the safety of officers and citizens.
- **SWAT Team Leader Training ($8,250):** Two Team Leaders need to attend a SWAT Team Leader Class. This training teaches a SWAT Team leader the many aspects of being a team leader including but not limited to decision making, planning, risk assessment, risk mitigation and legal liability. This training is crucial in a Team Leader in running successful SWAT Operations resulting the safest resolution of incidents as possible.
- **SWAT GTOA Conference ($14,000):** Four SWAT Operators will need to attend the GTOA Conference. This conference allows operators to attend advanced training that is taught by instructors that are from outside of our normal outside area of operations. They will be exposed to new and different tactics and techniques that will improve the way we conduct operations. This outside training is mandated by national standards. This conference is a portion of our 40 in-service which is also a national mandate.
- **SWAT Negotiator Conference ($14,000):** Four Crisis Negotiators need to attend the Negotiator Conference. Though our Negotiators are highly trained they need more advanced training in Negotiations with different people in various situations. This will also allow Negotiators to gain other skills needed for successful negotiations.

Tactical Outside Instructor **$10,000**

To comply with National Tactical Officers Association (NTOA), who are the recognized experts in Tactical Operations we need to bring in an instructor to teach a class. We will bring in an instructor to teach firearms and/or tactics classes that will prepare us to handle a variety of incidents that fall under our area of responsibility.

Crisis Negotiator Instructor **$10,000**

Crisis Negotiators are highly trained and need ongoing training to maintain their proficiency level. They have the need for more advanced training in Negotiations with different people in various situations. This will also allow Negotiators to gain other skills needed for successful negotiations. This training is not offered locally so the best way to

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get the training is to bring in an outside instructor to provide the training. It may be possible to recover some of the cost by charging other agencies to take the training. Bringing an instructor in saves money on travel.

Recreation, Parks & Cultural Services

Trash Management **$40,000**

For large events, all trash management/removal will be hired out to a landscape company. These events include Mayors Challenge, Taste of Alpharetta, Season of Celebration, Wire & Wood, Brew Moon Summer, Brew Moon Fall, Grilling & GridIron, Food Truck Alley, Pop Fest, and Wine Festival. Also included is the cleanup of all the straw bales and materials from the community-created scarecrows.

Wire & Wood Event Talent (additional funding) **$25,000**

To continue offering high quality musical talent at the City's Wire & Wood music festival, the talent budget needs to be increased by $25,000 (from current funding level of $50,000 to $75,000).

Wire & Wood Marketing **$8,000**

To keep the residents informed of all the numerous elements related to the Wire & Wood event, the Community Services Division will need to hire a short-term marketing contractor to push out all the content for the weeks leading up to the event (Aug-Oct), including, but not limited to parking, lineup, stage locations, etc.

New Partnered Events **$10,000**

This funding is to add two new "Partnered Events" to the Special Event portfolio: Alpharetta Wine Festival and Alpharetta POP Fest. These events are "partnered events", and as such, the City will cover the cost of road closure, toilets, electrical, trash management, etc. For the Alpharetta Wine Festival this will cost $6,500. For the Alpharetta POP Fest, this will cost $3,500. The lower cost for the POP fest is due to the venue (Brooke Street Park) having restrooms available, so that none will need to be rented.

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CAPITAL INITIATIVE REQUESTS

Capital Initiative Requests

Summary

Capital Funding Sources:

General Fund	
Recurring Capital Program:	$ 3,000,000
Available Fund Balance:	12,639,800
E911 Fund[5]	
Available Fund Balance:	330,000
Capital Project Fund	
Available Fund Balance:	2,500,000
Other (interest earnings):	155,000
T-SPLOST 1 Capital Fund[6]	
Available Fund Balance:	4,300,000
Impact Fee Fund[7]	
Available Fund Balance:	1,668,690
Other (impact fees):	350,000
Grant[8]:	600,000
Total Sources:	**$25,543,490**

Recommended Capital Initiatives*:

Recurring Capital Initiatives:	$ 9,996,000
Stormwater/Drainage Initiatives:	4,600,000
General Capital Initiatives:	8,155,000
Total Uses:	**$22,751,000**

Non-Allocated (Future Capital/One-Time Investment)

Capital Project Fund:	$ 2,792,490

** Capital initiatives not recommended for funding total $9,080,558.*

5 Represents funding for the Fire Station Alerting System.
6 Represents funding for the Encore Parkway Greenway Connection and Milling/Resurfacing initiatives.
7 Represents funding for the All-Terrain Vehicles initiative (public safety) and the Restroom replacement/expansion for North Park (Fields 1-4).
8 Represents potential LMIG grant funding for Milling/Resurfacing initiatives and would be appropriated upon execution of binding agreements and/or receipt of the funds.

CAPITAL INITIATIVE REQUESTS

Detail (Recommended Capital Investment)

Recurring Capital Initiatives

Public Works

Recurring Milling and Resurfacing $3,600,000 (multiple sources)

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

In FY 2019, the City contracted with Dynatest to complete a full evaluation of the city roadways. Each road receives a Pavement Condition Index score between 0 and 100. This standardized rating system is also used by the Georgia Department of Transportation. Lower scores indicate need for maintenance or reconstruction.

In FY 2023, the City will allocate funding in accordance with the Pavement Condition Index findings and identify preservation techniques that will best extend the life of our roads. This includes a combination of surface coating techniques, milling and resurfacing, soil cement, etc. The requested funding would provide an expected service life of the roadway surface of 15-20 yrs. for all currently city-maintained roadways.

Funding is comprised of Fund Balance (estimated at $1 million), T-SPLOST 1 (estimated at $2 million), and LMIG grant funds (estimated at $600,000).

Operating Budget Impact: This program decreases roadway maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

Recurring Traffic Striping and Signage $200,000

This request is for purchase of equipment and materials needed for the repair/replacement of traffic striping, raised pavement markers, and signage throughout the City. Repair/replacement of striping consists of refreshing the existing striping due to normal wear, replacement and/or installation of raised pavement markers and the restriping of roadways after milling and resurfacing. Repair/replacement of traffic signage consists of replacement of existing signage due to normal wear as well as damage. This request also includes equipment/materials needed for fabrication of signage.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Traffic Signal System Maintenance $100,000

This request is for the continual maintenance, repair, and upgrading of existing traffic signals throughout the City. This includes vehicular detection systems, pedestrian signals, signal heads, signal cabinets and components, and signal communication systems. This funding request also allows for the replacement of loops removed during the annual milling and resurfacing project.

Operating Budget Impact: Maintenance funding is included within this initiative.

CAPITAL INITIATIVE REQUESTS

Recurring Traffic Control Equipment **$100,000**

This request is for equipment necessary for traffic control throughout the City. This includes traffic signal communications, traffic monitoring, and temporary traffic control measures. Traffic signal communications enable the intersections to work together and smoothen traffic flow. Traffic signal monitoring includes equipment such as traffic cameras. Temporary traffic control equipment includes devices used to detour or delineate traffic flow, such as cones, delineators and barricades, and variable message boards.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Traffic Responsive System Maintenance **$100,000**

Since 2018, the Georgia Department of Transportation (GDOT) has upgraded over 100 signals throughout the City with new software (MaxTime) and has worked with City staff to develop new Traffic Responsive timing plans along major corridors. All at no cost to the City.

This request provides funds to maintain the upgraded traffic signal software and equipment provided and installed by GDOT. Additionally, the funds will be utilized to work with consultants to analyze data collected through these upgrades to continue modifying timing plans and expanding the system throughout the City with new signal timings. The funds will also be utilized for maintenance, replacements, upgrades, and necessary installation of network, security, and communication systems to-and-from signalized intersections/traffic cameras in the server room and out on the field. Furthermore, this request is for maintenance, replacement, upgrades, and installation of the emergency vehicle preemption system and connected vehicle technology.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Traffic Calming Improvements **$100,000**

This request is for the identification, design, and implementation of safety improvements primarily in neighborhoods and at high crash-rate intersections. Additionally, funds will enable staff to implement necessary traffic calming measures within the City. Projects may consist of roadway striping, signage such as radar signs, speed cushions, and channelization to mitigate existing safety deficiencies. The program will enhance public health and safety for users of the city's transportation system.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Bridge Maintenance **$200,000**

This request is for the continual performance of required repairs and maintenance measures identified by Georgia Department of Transportation (GDOT) inspectors during their biennial inspections of city-owned bridges. Tasks include: the removal of corrosion and repainting of bridge supports; remediation of erosion issues; installation/extension of concrete encasements around piles; cleaning and sealing deck joints; and replacement of failed wing walls. Failure to address these items can lead to further deterioration of bridge conditions.

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Repair and maintenance of the following four bridges has been awarded to E&D Contracting Services, Inc in FY 2022: 1) Waters Road over Long Indian Creek; 2) Windward Pkwy westbound lanes over Big Creek; 3) Windward Pkwy eastbound lanes over Big Creek; and 4) Windward Pkwy eastbound lanes over Camp Creek.

FY 2023 funding request is targeted towards repair and maintenance of the following three locations as well as findings from future GDOT Inspections: 1) Windward Pkwy eastbound lanes over Big Creek; 2) Mansell Road westbound lanes over Foe Killer Creek; and 3) Windward Pkwy westbound lanes over Camp Creek.

Operating Budget Impact: This program decreases bridge maintenance costs as it is less susceptible to surface and structure deterioration.

Recurring Streetlight Maintenance $80,000

This request is for the maintenance of existing city-owned streetlights. The City owns and maintains approximately 600 lights within City Center, Rucker Road, Westside Parkway, Northwinds, and Kimball Bridge Road. This work will include maintenance of new and existing lighting either on existing poles or the installation of new poles with lighting. This will increase the safety of citizens who use our streets and sidewalks daily. Periodic inspections and troubleshooting will ensure longevity and minimal replacement of lighting components.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Traffic Control Center/Server Room Maintenance $50,000

This project is to make necessary improvements and keep the City traffic control center and server room equipment up to industry standards concerning network communication and security features. Some of the major tasks include: 1) Asset management and upgrade assessment of ITS equipment; 2) Server room reorganization and reconfiguration; 3) Configuring new and existing switches, routers, firewalls, and servers; 4) Implementing and configuring network management tools and software packages.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Tree Maintenance and Replacement $100,000

This request is for tree maintenance within the City not associated with the right of way maintenance contract. The City's aging tree canopy within right-of-way areas requires tree care, including pruning and sometimes removal to address issues such as pedestrian and vehicular safety, utility conflicts, streetlight clearance, signal head clearance, and intersection sightline clearance.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Parking Garage Maintenance $100,000

This request is for general maintenance of the two parking decks, 92 Milton Avenue and City Center. Milton Avenue parking deck work includes painting stairway handrails, washing windows, pressure washing inside surfaces of garage, inspection of structural

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components and repair as needed. City Center's parking deck's work consists of epoxy injections for structural cracks on columns and wall surfaces, expansion joint repairs to verify proper flex under heavy loads and creating a watertight seal. Each garage will be pressure washed once a year.

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Recurring HVAC Replacements $62,000

This request is for the replacement of HVAC units for all City-maintained facilities. Useful life expectancy for HVAC units is 15 years and a lot of the units serving facilities within the City are approaching or have exceeded the life expectancy. FY 2023 replacements include units at the Public Works (1998 models; 3 units ranging from 2.5 to 5-ton units) and North Park Fields 1-4 (age undeterminable; 4-ton unit), North Park Football Field 1 (2001 model; 4-ton unit).

Operating Budget Impact: This program decreases maintenance and utilities costs (increased energy efficiency).

Recurring Fire Station Renovations $75,000

This request is for the renovation of bathrooms, kitchens, flooring, lighting, appliances, ceiling fans, etc. at various Fire Stations within the City. The renovations will be accomplished over multiple years. FY 2023 requests are subject to available funding and include: (1) LED lighting in multiple fire stations; (2) kitchen remodel, including new cabinetry and appliances at Station 85; (3) new flooring at Station 82; (4) new appliances at Station 86; and, depending on funds availability, (5) new appliances and bathroom remodeling within multiple stations.

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Recurring Recreation Facility Bathroom, Painting, Floor Repairs $30,000

This request is for the renovation and maintenance of recreation facilities. This request is for interior painting, repairs to concrete masonry unit walls, sani- glaze on existing floors, and exterior/interior paint and repairs at Rock Mill Park and Wills Park. These maintenance initiatives are aimed at improving the functionality and aesthetics of the facilities.

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Recurring Recreation facilities Gym Restoration $35,000

This request is for repair and maintenance of interior ceilings, walls, beams, and duct work in various gym facilities. It will also include repairs to ceiling insulation and painting of the ceilings as well, improving the energy efficiency and longevity of the facility. For FY 2023, this request is for the interior painting of gym 1 at the Alpharetta Community Center (12,100 sq. ft.) and exterior painting of the Wills Park Recreation Center (4,500 sq. ft.).

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

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CAPITAL INITIATIVE REQUESTS

Public Works Headquarters Renovation $50,000

This Request is for the renovation and maintenance of the Public Works Headquarters.

FY 2023 funding will be used to remodel public bathrooms, replace flooring, paint walls and trim, replace cove base, replace large foyer windows and tile at the front entrance.

Renovation of the break room and training room was funded in FY 2021 along with monies to begin the furniture replacement program. The 2023 monies will continue this project within other areas of PW headquarters.

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Recurring Park Facilities Roof Repairs (Community Center) $700,000

For FY 2023, this request is for roof replacement of the EPDM (Ethylene Propylene Diene Monomer; basically, a synthetic rubber roofing membrane) roof segments at the Alpharetta Community Center. These roof segments represent the flat roof segments of this facility (not to be confused with the pitched metal roof segments which are scheduled for replacement in an upcoming fiscal year). The EPDM roof segments were installed in 1997 and total approximately 25,000 sq. ft. Said segments had a restoration coating installed in 2016 to prolong their life. That said, the roof segments have reached end of life and are experiencing active leaks. On a positive note, a moisture scan was done on the facility to determine the relative percentage of wet insulation (due to leaks) and the findings came back positive and pointed to very little wet insulation. As such, the insulation does not need to be removed and the new roofing can be applied over the existing EPDM material which saves hundreds of thousands of capital investment. Specifically, the proposed roof replacement is a 2-ply Modified Bitumen solution with a mineral surface that carries a 30-year warranty. This roofing solution is our preferred option as it is extremely durable and significantly less susceptible to damage/punctures as the current EPDM roof membrane. This funding level also includes two coats of an aluminizer which reflects the harmful UV rays that can degrade the roofing membrane over time and assists in making the facility more energy efficient.

Operating Budget Impact: This program decreases facility maintenance and utilities costs (increased energy efficiency).

Recurring PS Facility Roof Replacement (FS 84) $300,000

This request is for roof replacement of the metal roof segment at Fire Station 84. This roof was installed in 1993 and totals approximately 4,800 sq. ft. Although the field of the roof is in good shape, the transition at the ridge and eave are showing significant signs of age and are no longer providing adequate watertight protection. This facility is actively experiencing leaks. The metal roof segments at Stations 81, 82, and 83 were recently replaced and are approximately the same age as the roofing at Station 84.

Operating Budget Impact: This program decreases facility maintenance and utilities costs (increased energy efficiency).

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Recurring Fleet Replacement (F-550 Crew Cab Dump Truck; Qty: 1) $145,000

This request is for the replacement of a F-550 truck within the Public Works fleet. The F-550 replacement is based on age and/or maintenance/repair costs. FY 2023 replacements include Unit #350 (2003 model year F-550 standard cab bucket truck) with 73,265 miles. This bucket truck is currently out of service due to safety issues. Multiple hydraulic air hoses have dry rotted and need replacement. The versalift equipment that is currently on this bucket truck is difficult to maintain (limited parts availability and few qualified service technicians). Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

Recurring Fleet Replacement (pool vehicle) $50,000

This request is for the recurring replacement of department pool vehicles within the Public Works fleet. These vehicles are not assigned to an individual but are used by a pool of people in the department; additionally, these vehicles are used as replacement vehicles when others are out of service. These replacements are based on age and/or maintenance/repair costs. These vehicles are expected to last in excess of 10 years.

FY 2023: This request is for the replacement of (1) 2002 Ford F250 4x4 Crew Cab (Unit 290) with 92,000 miles. This vehicle warrants replacement based on age (20 years) and the condition. The interior has damage due to weather exposure and everyday use. This will be replaced with a F-150 Supercab 4x4. It is more feasible and versatile for the department to have a F-150 as a pool vehicle rather than the larger F250. This pool vehicle was used previously for plowing when necessary; however, we are looking to place plows directly on the F-750 to eliminate the need for another vehicle and driver in emergency situations.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

Recurring City Trash Receptacle Service $50,000

This initiative proposes that 80 trash receptacles owned by the City and located within City right-of-way be serviced two days per week by a private vendor. The work area will be split into two areas as follows: Area 1) all receptacles located within the Downtown Overlay District; and Area 2) all receptacles located outside of the Downtown Overlay District. Public use of City owned trash receptacles has increased dramatically over the last few years, particularly in the Downtown Overlay District. The increased public use has resulted in a corresponding increase of Public Works resources committed to servicing the receptacles. The effect of this increased commitment to trash receptacle service is a decline in roadside litter collection, vegetation management, and other general right-of-way maintenance activities by the department.

Operating Budget Impact: Maintenance funding is included within this initiative.

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CAPITAL INITIATIVE REQUESTS

Recurring Variable Message Boards Replacement (Qty: 2) $36,000

Public Works currently has nine Variable Message Boards that are used to assist the public during special events, such as the Taste of Alpharetta and Christmas tree lighting. The signs notify the public before the event of its time, location, and road closures. During the event, they are used for providing advance notice of detour routes and parking location. These sign boards also include modems to allow city personnel to update the sign boards during an event to reflect changing conditions, such as parking lots being full. The boards include two 2005 models, three 2008 models, and four 2015 models. This request is for the replacement of the two 2005 models (17 years old) that have reached the end of their useful life.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

Community Development

Fleet Replacement (Qty: 2) $60,000

This request is for the forecasted annual replacement of Community and Economic Development vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2023 includes replacement of (1) 2007 F-150 (Unit CD4300 with 42,173 miles) and (1) 2009 Ford Ranger (Unit CD6531 with 108,558 miles). Both are requested herein for replacement based on age with the Ranger nearing its mileage threshold as well.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

Information Technology

Recurring Technology Replacement (all city departments) $250,000

This request is to provide for the annual replacement, procurement, and upgrading of technology for all city departments. As in prior-years, funding for technology replacement is placed in one capital project account to allow for more efficient management (as opposed to being spread across multiple departments based on an estimate of replacement needs which may or may not equate to the actual need during the fiscal year). The city currently has 454 computers in operation (220 desktops - 234 laptops). The main component of the FY 2023 request includes funding for the replacement of approximately 128 PCs, 31 iPhones, 75 iPads.

The current city standards for technology replacement (based on funding availability)are as follows: servers (5-6 years); SANS – Storage (5-6 years); desktop PCs (4 years); laptop PCs (4 years); iPad tablets (3 years); iPhones (3 years);large scale multi-function printers (MFPs) (5-7 years); small scale MFPs (5 years); small printers (3-5 years); desktop UPS (electrical service backup) (3 years); Network UPS (closets) (4 years); Wireless Access

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Points [WAPs] (5 years);network routers/switched/firewalls (5 years); telephony gateways (5-6 years).

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Frees-up IT staff to focus on other priorities.

Telephony VOIP Network Switches Replacement $200,000

This request is for the replacement of existing CISCO VOIP Network switching equipment across the city campus. System-wide telephony devices that use our CISCO Network for VOIP (major devices listed): (3) UCS C210M2 servers at the Public Works (PW) data center; CISCO 2910 telephony servers with 32 or 64 channel capacity and 24 Port VOIP Components for PW, Public Safety, City Hall, Fire Stations, Recreation, Parks and Cultural Services facilities, Community and Economic Development, Courts, and Finance; and various other minor cost components. The current equipment is 9-years old and is scheduled to be replaced every 5 - 6 years (normal maintenance life). Specifically, this initiative is needed to not only refresh the equipment, but also to install the latest software for our entire system.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Frees-up IT staff to focus on other priorities.

<u>Public Safety</u>

Recurring Fleet Replacement (Qty: 25) $1,375,000

This request is for the forecasted annual replacement of Police and Fire SUVs, pickup trucks, and motorcycles. The replacement need is driven by the model year, mileage, engine hours and mechanical condition of the vehicles. Emergency response vehicles are expected to be in service for seven years or 100,000 miles. This request includes the complete upfitting and Public Safety marking costs for new vehicles and the removal of emergency equipment and marking costs for expired vehicles in preparation for public auction. Funding levels are anticipated to remain as illustrated above. The forecasted replacement plan identifies an annual replacement need in order to flat line the annual budget for public safety. Currently, we have 52 vehicles that are above 85,000 miles that will need to be replaced in 2023 & 2024. Based on the annual purchase of 25 vehicles, this will give the department an overall fleet replacement in 7.5 years. At the end of 6 years, the amount may decrease proportionally based on current replacement philosophies and needs.

Replacement vehicles to be purchased in FY 2023 include: (15) SUVs for Patrol; (2) SUVs for CID; (2) SUVs for the Admin team; (1) F150 for Police Training; (1) F150 for Fire Training; (3) SUVs for Fire Admin; and (1) F250 for Fire Special Operations totaling 25 vehicles.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs and an increase in fuel efficiency.

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Recurring Public Safety Equipment (replacement) $263,000

This request is for scheduled replacement of equipment that is essential for the safety of firefighters and police officers which has expired, failed inspection, is uneconomical to repair, or otherwise must be taken out of service.

FY 2023 request includes: funding for furniture/bedding ($10,000); fire tools /equipment ($15,000); replacement of exercise equipment ($10,000); (12) AEDs (Patrol $17,000); turnout gear and PPE for firefighters ($60,000); (8) Stalker Lasers ($20,000); police department tools/equipment ($60,000); fire haz-mat equipment ($10,000); (20) police department replacement fingerprint kits ($1,000); Barrel replacements for 17 SWAT rifles ($10,000); replacement thermal imaging cameras (est. 8 units; $50K net of trade-ins). Total: $263,000. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Security Systems: Cameras and Badge Access Systems $220,000

Working in conjunction with the Department of Information Technology, this request is for an improved access control system as recommended by the city's contracted vendor. Interfacing with the recently upgraded video control system, Avigilon applications are being researched. In addition to having a city-wide impact, this project will include installation of additional hardware to secure information technology infrastructure. The current access control system is nearing its end of life. Replacement parts, such as relay control boards, are exceedingly hard to find and in some instances may be no longer available, making replacement of the existing system necessary. Specifically, the priority for FY 2023 is replacement of the badge reader system (software and hardware) across the entire organization.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

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

Recurring Synthetic Turf Field Replacements (WP Field 4) $550,000

This request is for the replacement of Wills Park Field 4 turf baseball field. The turf was installed in 2009. Average life of a turf field is 8-10 years. Understanding that the overall wear and tear for this field would be less than our rectangular fields, we scheduled it to be replaced at 10 years. Extensive turf repairs have occurred over the past 5-years to extend the life of the infield. The infield reached its life capacity 2 years ago and must be replaced. The request includes updates to the fencing and netting.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs. Revenue generation improves due to longer seasonal playability.

Recurring Park Enhancements $125,000

This funding is for amenities within the parks themselves such as fence replacement and repair, bleacher repair and replacement, new trash cans, new benches, netting replacement and signage not related to wayfinding (such as park rules, dogs on leash, no smoking, etc.) and maintenance shade structures. Each year we are repairing and/or

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replacing the amenities, plus adding these same amenities to our new parks and downtown areas.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Playground Equipment Replacement $150,000

One of our park systems favorite amenities is our playgrounds. This program will allow for the replacement of all our playgrounds in a timely manner. FY 2023 funding will be combined with residual funding from 2022 for replacement of the Webb Zone Playground. The Webb Zone Playground was originally built in 1999 with a minor renovation in 2017.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Park Repairs/Improvements $125,000

This funding is for general park repairs and improvements on a smaller scale (non-capital size projects). This account allows us to repair trails throughout the system as they need to be repaired. As an example, FY 2021 funds were used to: (1) remove and replace parking lot curb at Windward Community Park; (2) remove and replace damaged sidewalk at Union Hill Skatepark; (3) design and install a modular block wall at Wills Park Recreation Center; (4) repair concrete walkways and pads at Wills Park; (5) repair and refinish Gym 1 floor at Community Center, etc. This account is crucial to the Department's ability to respond to the needs and repairs as they arise throughout the year.

For FY 2023, the current priorities are (1) trail repairs and maintenance at the Wills Park walking trail and (2) repair, maintenance, or replacement of existing shade structure as needed at Webb Bridge Park, Wills Park, and North Park. Priorities may be adjusted as necessary repairs are identified throughout the year. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Athletic Courts Resurfacing $40,000

This request is for the repair/resurface/recoat of athletic courts with a fabric crack repair system. The FY 2023 request is for the resurfacing of two full basketball courts at Wills Park. These courts were last resurfaced in FY 2015. Department policy is to resurface athletic courts every five years. A five-year cycle for this work is recommended to maintain the courts in the best and safest condition for public use. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Greenway Improvements/Repairs $155,000

This fund will be used to repair, improve and enhance the entire length of the Alpharetta Greenway. This asset is extremely valuable to the City but is showing its age. Washouts, erosion, heavy use and constant maintenance has taken a toll on the Greenway. Major repairs are needed on the boardwalk portion of the Greenway. Many trees need to be maintained and/or removed to ensure the health of the Greenway and Big Creek. Operating

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Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Fleet Replacement (Qty: 3) $120,000

This request is for the forecasted annual replacement of Recreation, Parks & Cultural Services vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2023 includes replacement of (2) 2012 Ford F-150s (Unit RP5704 with 73,747 miles and Unit RP4289 with 58,355 miles) and (1) 2000 International Water Truck (Unit RP7031 with 166,230 miles). Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recurring Park Equipment Replacement $100,000

This request is for the replacement of 2013 John Deere Turf Gators (qty: 2), 2013 John Deere Trail Gator (qty: 1), and 2013 John Deere Draggers (qty: 4). Replacement is requested due to age, hours of use, and estimated repair cost.

Replacement criteria is as follows: 1) When the department director determines it is no longer cost effective to retain the equipment: 2) when age and/or hours exceed recommended life.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Stormwater/Drainage Initiatives

Public Works

Recurring Stormwater Pipes/Structure Repair $3,930,000

This request is for stormwater pipe and structure maintenance, repair, and replacement. This category includes unclogging pipes and structures filled with sediment and debris, repairing pipes by relining, contractual repairs to stormwater structures, and pipe replacement projects citywide in addition to targeted projects such as Meadow Brook Hills drainage improvement for 2023. The contractual pipe unclogging and structure repair will be throughout the city based on inspection results.

Operating Budget Impact: This program decreases maintenance costs as flooding and erosion will be reduced.

Recurring Stormwater Drainage Maintenance $150,000

This request is for the continual maintenance and small drainage maintenance work within the City.

One component is pond and best management practices (BMP) maintenance, testing, sampling, work crew materials, education materials, and tree impediment maintenance.

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Pond and BMP maintenance in required by the Georgia Environmental Protection Division MS4 permit and includes ponds, bioretention, green infrastructure, pervious pavers, etc. Water quality education, education materials, and testing on streams and runoff is also required by the Georgia Environmental Protection Division. Sampling and testing include laboratory and field materials, testing, analysis, etc.

Another component includes small drainage repair and maintenance designs, crew materials such as rip rap, pine straw, grout, sod, etc., street sweeping, and removal of trees and shrubs blocking storm flow from or to pipes and structures or otherwise impeding water flow.

The breakdown for this funding is 35% for detention pond and BMP maintenance and 65% for testing, sampling, sweeping, crew materials, etc.

Operating Budget Impact: This program decreases maintenance costs as flooding and erosion will be reduced.

Recurring Stormwater Inspections **$120,000**

The National Pollutant Discharge Elimination System (NPDES) Stormwater Permit requires Alpharetta to complete several inspections to protect our stormwater system. These inspections include site visits to private industrial facilities, private carwash and auto body repair shops, city ponds and stormwater management facilities, private ponds and stormwater management facilities, and city-maintained storm structures and pipes. These inspections help us identify maintenance repair work, help us prioritize our crews and CIP lists, and help us recognize private violations of the stormwater ordinance. This project includes hiring a private consultant to complete the inspections so that city staff can focus their efforts toward planning, maintenance, and enforcement activities.

Operating Budget Impact: This program decreases maintenance costs as flooding and erosion will be reduced.

Stormwater Utility Rate Analysis **$400,000**

Within the Fiscal Year 2022 budget, funds were allocated for a Stormwater Assessment Study. This study determined the amount of funding required per year to maintain the City's stormwater infrastructure. The next step is to determine how much money the City could collect if a stormwater utility is implemented. The analysis will consist of determining the average square footage of impervious area per home as well as determine the square foot of impervious area per non-residential parcel. Additionally, included in the scope of work is developing a public outreach program to explain the utility, creating a credit manual, and developing an ordinance for adoption of the utility.

Operating Budget Impact: N/A

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General Capital Initiatives

Public Works

Pedestrian Safety Improvements **$85,000**

This request is for funding to evaluate, design, and implement pedestrian safety improvements throughout the City. Requests from citizens come to the Department through e-mail, phone calls, and See Click Fix to improve pedestrian safety along City streets. Prior to any improvement being installed, data is collected in the area to obtain traffic speeds and volume of vehicles along a corridor. Examples of improvements that might be implemented consist of installing radar detection devices, improving illumination at crosswalks, installing rectangular rapid flashing beacons at mid-block crosswalks, installing refuge islands in a median, etc.

Operating Budget Impact: Routine capital – maintenance is negligible and included within the base operating budget.

Design Services **$75,000**

This request is for various design services associated with minor projects unable to be completed by city staff. Such services include structural designs and/or evaluations, sub-surface geotechnical investigations, miscellaneous right-of-way/easement research. Utilizing experts in various fields enables city staff to make the appropriate decisions related to resolving construction issues. Additionally, the information gathered by the design professionals allows staff to properly design or address issues in the field.

Operating Budget Impact: N/A

City Administration

Website Upgrade **$145,000**

The City's current website will need to be rebuilt as its existing CMS (content management system) will reach end-of-life over the next several years.

The project consists of the design, development, hosting, and maintenance of a new City of Alpharetta website and suite of public communications tools including an integrated mobile application, mass notification system, and other features. The core platform will be based on a complete Headless Content Management System (HCMS) with an enhanced design that will organize, structure, and label content in a way that will help website users find information and complete tasks in an efficient, user-friendly way. The solution proposed should be based on the latest technologies to be implemented in a constantly growing organization with a need for scalability, security, and the capability necessary to seamlessly integrate with other systems used within the organization.

The mass notification system should include the ability to create geo-fencing and send alert notifications to all mobile devices within the designated geographic area without the need for recipients to be subscribed to the notification service.

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All applications must comply with accepted accessibility standards in keeping with the WCAG 2.0 A&AA accessibility guidelines. CaaS, create once and share content between multiple sites and subsites (calendars, documents, pictures, FAQs, etc.) is essential.

The project should include hosting of the website and applications in a secure data center with 99.9% uptime and full business continuity capability and the provision of 24/7/365 technical support and services. It is estimated that the project would take approximately 28 weeks to plan, design, build, and launch.

Operating Budget Impact: Support and maintenance costs are estimated to be substantially similar to costs for the current system and are included within the base operating budget.

Community and Economic Development

Design Services **$40,000**

This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Comprehensive Plans, Small Area Plans, project designs such as plazas, landscape architecture, hosting a series of public input sessions, conceptual design standards, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, improve project completion timelines and functionality to maintain the high level of performance by City Staff that our citizens and business owners are accustomed to.

In FY 2023 the expectation is an increased demand for architectural review services; small area studies for campus office areas to connect and brand existing uses by creating trail connections and creative placemaking to help economic viability; and assistance with code and standards modifications to account for emerging uses and trends is also a need.

Operating Budget Impact: N/A

Human Resources

Personnel Records Digitization Initiative **$72,500**

This request is for funding to engage temporary contract services to digitalize all active employees' personnel files and upload into our HR information system (NEOGOV) records management module. There are approximately 500 personnel files to be digitalized (audit, scan, upload), averaging five (5) hours per file. Estimated cost per hour $29. Once all personnel files are stored electronically, there will be a significant decrease in the time spent retrieving documents in response to requests for information made by employees, supervisors, in compliance with ORR or retrieval of documentation by HR/Finance (payroll/benefits regarding employment information). Additional benefits include preservation of files against catastrophic events and increase of data integrity and privacy by setting user roles controlling/tracking permission to view and/or edit information.

Operating Budget Impact: Reduces operational costs as boxes are no longer required to be retrieved from offsite storage.

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Information Technology

IT Governance and Business Continuity Program and Analysis $50,000

The initiation of a formal program for Business Continuity and framework for standardization of security. This one-time capital project will provide for a consultant to help setup and institute practices and framework for an ongoing business continuity and governance system for the City that spans across all City Departments and functions.

This project was highly recommended in the IT Review Project conducted by Layer3Com in 2021.

Operating Budget Impact: N/A

Public Safety

Records Management System $2,250,000

The Department of Public Safety currently uses records management software that was originally purchased in 2008. While the software is currently supported and functioning to meet the needs of the department, several parent company takeovers and corporate restructuring events have resulted in the current vendor making the decision to no longer offer the software for sale and to severely curtail research and development advances for the software.

The current software is used for: Computer Aided Dispatch; Police Department Records; Mobile Incident Reporting; Arrest; Accident reports and investigations; Criminal Investigations; Evidence and Property; and other areas.

The software acquisition is anticipated to be completed through a capital lease. Current estimates include one-time purchase and implementation costs of $2,250,000. Capital lease financing over 10 years totals $275,000 annually.

Operating Budget Impact: Annual maintenance fees are roughly 15%-20% of the purchase price or roughly $400,000. This figure will be reduced in future years by the current budgetary allocation of $160,000 (current OSSI software). But that will not occur until the software is fully functional and implemented.

Fire Station Alerting System $330,000 (E911 Funds)

Working in cooperation between the Fire Division and 911 Operations, the Department of Public Safety requests funding to remove and replace the current fire station alerting hardware to be replaced by a state of the art, specifically engineered system for fire station response notification. Utilizing proven technology to reduce response times, human error and firefighter PTSD attributed to auditory startle response, the installation of Purvis Fire Station alerting systems in all 6 City of Alpharetta Fire Stations is requested.

PURVIS Fire Station Alerting System is an IP-based alerting solution designed to automate the notification process of fire and rescue personnel. Using a combination of visual and auditory alerts to notify response personnel of a pending emergency, information is received in a consistent voice and order of information that reduces initial confusion and inherently reduces apparatus en-route times.

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The current alerting system in place at all fire stations has been in place since original construction. In the case of Fire Station 83 and 84, it is in excess of 30 years old. This existing system utilizes a system of amplifiers, PA speakers, and electromechanical relays to active lights and buzzers. The current speakers are significantly reduced in audio quality due to age and technology. Replacement amplifiers demand premium pricing due to availability and no reliable service is available due to the age of the technology.

Using computer-based technology, operating seamlessly with Computer Aided Dispatch technology, the process of initiating an emergency response is reduced to a single "mouse-click" and therefore removes as many as 10 sequenced steps to initiate a response.

Fire Personnel are provided clear and concise communications, incident type and stress-reducing alerts.

The PURVIS FSAS provides:

- Improved response times through streamlined dispatch communications and reliable alert delivery;
- Reduced stress on first responders through automated heart-friendly, zone-specific alerts;
- Accurate incident alerting through a variety of devices;
- High system reliability and availability through real-time monitoring and built-in redundancy; and
- An NFPA-compliant system to keep you within recommended guidelines.

As evidenced with the use in the Milton Fire Station since October 2020, there is a tremendous reduction in alarm processing time, dispatching, and a significant decrease in human errors.

911 Funds are being used for this acquisition and represents an allowable use under law.

Operating Budget Impact: Purvis Fire Station alerting was purchased and installed by the City of Milton Fire Department. A component of Milton's investment is useable by Alpharetta (network servers and switches, dispatch software interface, software licenses) and lowers our required investment (reflected in the funding request). Specifically, Alpharetta's investment is now limited to the hardware installed at each Fire Station as well as the radio/Motorola/Purvis interface.

All-Terrain Vehicles (Qty: 2) $30,000 (multiple sources)

This request is for the purchase of two All-Terrain Vehicles (ATVs), a trailer to transport the ATVs, and safety equipment for the officers. The ATVs will be used by police personnel for patrol and response to calls-for-service / emergencies along the greenway. The ATVs will also be deployed during City special events and other details as needed. The ATVs will provide police officers with quick response options to areas where traditional patrol vehicles are not accessible. The ATVs are $10,000 per unit. The estimated useable lifespan of ATVs is 8-10 years. A trailer will be needed to transport the ATVs from their storage location for maintenance and redeployment operations. Trailer is $5,000. Safety equipment for officers is estimated at $5,000. Safety equipment is recommended for

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replacement every four years. Funding is provided through Fund Balance ($11,310) and Impact Fees ($18,690; allowable use).

Operating Budget Impact: Maintenance and fuel costs are estimated at $800 annually and will be added to the operating budget.

Operating Initiative - Community Paramedic (+1 FTE) Equipment $70,000 ($100,000 operations/$70,000 capital)

The proposed new position increases responsiveness to community needs by adding dedicated a full-time Community Paramedic position. Benefits of program include more efficient call volume/responses, improved patient follow-up and patient advocacy to those citizens who may not need 911 services but do require assistance. Our current Community Paramedic works in a part-time capacity, however the need for the program has grown to the point where we have a waiting list of citizens who may require our services. Unfortunately, due to increased call volume and the part-time attention that the program receives, we are unable to keep up with demand. The hope is that our current Community Paramedic become a full-time position, so we may better attend to the many needs of our citizens on a daily basis.

Capital costs are estimated at $70,000 and include funding for a vehicle purchase (and upfitting), mobile and portable radios, laptop, etc. There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at $91,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $9,000 and include professional development, uniforms, general supplies, and fuel.

Operating Initiative - Crime Scene Detective (+1 FTE) Equipment $82,500 ($105,000 operations/$82,500 capital)

The Criminal Investigations Division (CID) has been without a dedicated or primarily assigned person to effectively process crime scenes and evidence collected since midyear of 2020. Since that time, there have been several incidents where a crime scene technician could have been utilized to assist with that portion of the investigation, and reduce the risk created of evidence lost or missed during the processing of scenes and evidence.

The importance of thorough and proper processing of crime scenes and evidence cannot be understated. There are those cases where trace evidence provides the critical link to successful identification and prosecution. These things could be overlooked by detectives who are processing their own scene while at the same time concerned with victim and witness interviews, suspect interrogations, applications for warrants, etc. It would be a disservice to our community if justice could not be found for our victims due to a lack of a resource that a dedicated crime scene technician can provide.

The proposed position's primary function would be to respond and process scenes and evidence collected. While this would be their primary function, this position will also be required to work a light case load consisting of minor property crimes when not working on their primary functions.

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Capital costs are estimated at $82,500 and include funding for a vehicle purchase (and upfitting), mobile and portable radios, laptop, body camera, crime scene equipment, etc. There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at $91,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $14,000 and include professional development, uniforms, general supplies, and fuel.

Recreation, Parks & Cultural Services

Encore Parkway Greenway Connection/Park $4,300,000 (multiple sources)

Establishing a more direct connection to the Big Creek Greenway will help activate the North Point Parkway Corridor. Due to the topographic constraints as well as existing creeks, flood plain, wetlands, sanitary sewer lines, and walking trails/bridges, the 12' wide greenway trail will be elevated. The approximate length of the Greenway Connection from the intersection of Encore Parkway and North Point Parkway is approximately 1,400 linear feet. Also included in the project is developing focal features to bring attention to the Greenway connection. Design work has commenced, and the layout has been approved.

The construction estimate is approximately $4.3M for the Greenway, entry feature, raised trail, and park. Funding is comprised of Impact Fees (estimated at $2 million) to cover the park features and T-SPLOST 1 (estimated at $2.3 million) to cover the transportation (walkway/trail) features.

Operating Budget Impact: improvements will impact operational maintenance costs (landscaping, trail maintenance, etc.) but are undeterminable until design progresses.

Wood Lightpole/LED Replacement Initiative (1 field) $200,000

Currently all athletic lights are a form of metal halide lights. These lights are expensive to operate, expensive to maintain and create a lot of light pollution. New LED lights would improve the playability of the fields and cost much less to operate and maintain. Currently the City has wooden light poles on (29) athletic fields and (15) tennis/pickleball courts. Most of these poles are near or have exceeded their life expectancy. These wooden poles should be replaced with concrete poles and the fixtures replaced with LEDs.

FY 2023 includes funds for replacing the poles/fixtures with concrete poles/LED fixtures for 1 field (approximately 8 poles). The pole replacement improves safety and the LED fixtures provide a much lower operational cost (energy and maintenance) and more optimal lighting for our customers.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs coupled with energy savings through the conversion to LEDs.

Alpharetta Public Arts Initiative $45,000

This request is for funding of public arts programs on an alternate year basis through Arts Alpharetta which is a nonprofit organization dedicated to bringing quality arts to Alpharetta.

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Arts Alpharetta, along with City staff, have several public art projects in-process. These projects include: (1) Outdoor Sculpture Exhibit Contract, an on-loan, permanent, or lease-to-own installations in downtown Alpharetta/Art Walk Brochure; (2) Alpha Loop Permanent Public Art, permanent murals or sculpture installations along the Alpha Loop; (3) Alpha Loop On-Loan Public Art, an on-loan installations along the Alpha Loop; and (4) Public Art, an on-loan installations and/or permanent installations throughout Alpharetta.

Funding for FY 2023 will be prioritized through the projects identified above.

Art installations will be in place for an average of 1.5 – 2 years, subject to available funding.

Operating Budget Impact: New art installations will incur maintenance costs but will not be determinable until the art investment decision is made (e.g., mural vs. statue, etc.).

Historic Preservation Initiative $35,000

This fund supports several initiatives to preserve the rich history of the City of Alpharetta:

- The Stories Project - This project entails video recording the stories and oral history of our citizens and their memories of the Alpharetta experience. This project will continue into the future and involve the recordings of a number of citizens each year as seniors are willing to express their emotions, memories and recollections of the Alpharetta they have known. As time progresses, the videos will be compiled so they can be used as an online story of our past and its respected citizens who have helped to shape our city. This documentation can also be used within the History Center as an oral history of Alpharetta's development over time. We are hoping to record 50 citizens within the next year.
- Alpharetta Old Milton County Museum - This request is for upgrading the displays, artifacts, equipment, etc.

Operating Budget Impact: N/A

Alpharetta Community Ctr Gym Floor Replacement/Moisture Barrier $175,000

The large gymnasium floor at the Alpharetta Community Center needs a major overhaul. The gym floor is 25+ years old. It has been sanded and restrained as many times as possible. We have had a re-occurring moisture issue in this gym for many years. The moisture builds up to the point where it begins pushing the floor up, causing a dangerous situation. We have eliminated all the possible avenues of the moisture except a cracked foundation. It is the opinion of experts in the field, that the floor needs to be demoed, the moisture problem fixed, and a new floor installed.

The following is the recommendations for the process and protocols for removing the gym floor at the Alpharetta Community Center. Once the demolition of the floor is complete, an epoxy moisture membrane would be installed, and then a new hardwood floor system would be installed.

The demolition is straightforward utilizing as much manual labor as possible, cutting the floor into manageable pieces to be thrown into dumpsters. Then Relative Humidity slab (RH) tests would be taken which will allow for the proper selection of the correct epoxy

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moisture mitigation system to be used. The slab is then "shot blasted", a process which opens the pores (capillaries), to allow the epoxy moisture system to sink into and seal those pores. This epoxy process seals and stops the moisture migration up from under the slab due to foundation and compromised below slab vapor barrier systems. Some commonly used epoxy systems include, Mapei, Koster, Aquafin, and Ardex.

After the epoxy is applied and allowed to cure, the floor installation can proceed. Based on the current slab recess of the existing floor a 2 1/2inch floor should be used. This type of panel system is commonly used in the industry because of performance, playability, structural integrity, and dimensional stability. It is suggested that following be used: 25/32 x2 1/4 2nd and better grade or third grade maple, 2 layers of 1/2 inch or 7/16ths subfloor, and a 3/4-inch pads. Once the wood flooring is installed the athletic contactor will start the sanding, sealing, game lines, logos, and finish.

Cost estimates are based on $18-$19.00 per square foot for a turnkey demo, moisture mitigation, install, and sanding and finishing at approximately 8,900 square feet. It is anticipated, including epoxy, paint, and urethane dry times, the project will take 6-7 weeks.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Tree Removal in all Parks **$150,000**

This request is for removal of dead or dying trees throughout the park system. By removing the dead or dying trees, we are reducing safety hazards, avoiding pest infestations and spreading infections, and improving the appearance of the parks. Tree removal services have averaged $180,000 per year for the past several years.

Operating Budget Impact: Reduces pressure on operating budget as an alternate source of funding is available to meet this need which is often a public safety priority that takes precedent over all other potential uses.

Design Services **$20,000**

This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Recreation Master Plans, construction plans for recreation amenities including pavilions, gazebos, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, and improve project completion timelines and functionality to maintain the high level of services our customers are accustomed to.

Operating Budget Impact: N/A

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Detail (Unfunded Capital Investment)

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Public Works

Recurring Pavement Resurfacing/Preservation for Parks $250,000

This request is for the on-going maintenance of pavement within the city's park facilities. Preservation of the roads, driveways, and parking lots increases their life expectancy. Without preservation, these pavements will deteriorate and be more costly to repair.

FY 2023 funding request is for (3) upper parking lots of Webb Bridge Park and can be bid in conjunction of the City's annual Milling and Resurfacing Contract.

Operating Budget Impact: This program decreases asphalt maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

Recurring Traffic Signal Pole Painting and Maintenance $75,000

This request funds the continued paint maintenance of the city's traffic signal mast arms and pedestrian signals. Painting will coincide with the expected 7-10 year lifespan of the current signal pole painting plus miscellaneous general maintenance and touchups. The average total cost per intersection is currently $18,000. FY 2023 includes funding for four intersections.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Guardrail Maintenance $70,000

This request is for maintenance, such as painting, replacement, and upgrade, of existing guardrails throughout the City. Guardrails are crucial to keeping roadways safe by helping to prevent minor accidents from escalating to major accidents. One example of necessary guardrail maintenance is cleaning and repainting of multiple guardrail segments along Mansell Road between Haynes Bridge Road and Old Alabama Road Connector.

Operating Budget Impact: Maintenance funding is included within this initiative.

Recurring Sidewalk Maintenance and Repair $600,000

This request is for the continual maintenance and repair of the city's sidewalk inventory. Over the last 10 years, the city has expended in excess of $5 million on sidewalk projects. During that same period, the city's sidewalk inventory has also been increased through larger roadway and streetscape projects, through private development, and through annexation. The $600,000 will go towards repairs of sections in Poor and Very Poor condition. The goal is to perform 7,000 linear feet of repairs per year.

In FY 2019 the City contracted with Dynatest to complete a sidewalk inventory and evaluate sidewalk conditions. This list will standardize the evaluation process, provide a clear prioritized list of sidewalks needing repair, and tie sidewalk data into the city's GIS and asset management software. Types of repairs (cracking, trip hazard vertical displacements, and spalling) along with location (near schools and parks, along arterial roadways, in the downtown district, etc.) will help determine the repair priority. Dynatest's work was completed in spring of 2019. Due to the large number and complexity, the City

CAPITAL INITIATIVE REQUESTS

contracts out some of these repairs. This budget item covers the cost of sidewalk repairs completed by outside contractors. The FY 2023 work will occur in various locations throughout the city pursuant to the Dynatest findings.

Operating Budget Impact: This program decreases sidewalk maintenance costs as it is less susceptible to surface and structure deterioration.

Recurring City Hall Maintenance **$75,000**

This request is for on-going interior maintenance, including but not limited to replacing cabinetry in multiple breakroom floors, pressure washing and sealing brick sidewalks, painting walls and trim, etc. In addition, repairs to the custom stained moldings throughout the main floor which will require procurement of a third-party vendor to perform the work.

Operating Budget Impact: This program decreases facility maintenance and utilities costs (increased energy efficiency).

Pedestrian Safety Barrier at City Center **$250,000**

The growing success of Downton and the recent installation of artificial turf in the Town Green has increased the usage of the green space. Families are gathering and enjoying the open space. A component missing in this area is increased safety measures for the public. The project consists of installing 3 walls approximately 18"-30" in height to serve as a barrier along Main Street fronting the Town Green at City Center. The actual height of the wall will be dependent on the safety needs.

Operating Budget Impact: Highly dependent upon design (e.g., planted barrier vs no-plantings).

Streetlight Expansion **$150,000**

This request is for recurring capital of the installation of new street/pedestrian lighting in neighborhoods and areas of the City where currently limited illumination is evident.

Older neighborhoods in the City do not meet today's illumination standards and require extra lighting for safety. Neighborhoods identified as needing more lighting are primarily located on the west side of town. Subdivisions such as North Farm, North Towne at Andover, Burnett Way, etc. have all inquired about adding more streetlighting in their neighborhoods for safety. This recurring capital item would start addressing these areas on an as needed/requested basis. Funding would also allow phasing-in of lighting along Haynes Bridge Road from Academy Street to Old Milton Parkway.

Operating Budget Impact: Will result in additional maintenance (light replacement, etc.) and utility costs and are estimated at $3,000 annually.

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CAPITAL INITIATIVE REQUESTS

Roundabout Studies **$100,000**

This request is for funding to study the replacement of some signalized intersections throughout the City with roundabouts.

When designed and placed appropriately, roundabouts promote a continuous flow of traffic, allowing for more efficient travel and improve pedestrian safety. Additionally, the long-term maintenance costs are significantly less than those of a signalized intersection.

Studies will provide a conceptual layout, traffic analysis, conceptual cost estimate, and modeling of each intersection. Some of the intersections considered are: (1) Cumming Street at Henderson Parkway; (2) Milton Avenue at Canton Street/Roswell Street; (3) Upper Hembree Road at Harris Road; (4) Braeden Way at Northwinds Parkway; and (5) Mansell at Haynes Bridge Road.

Operating Budget Impact: N/A

Tree Planting and Landscape Improvements (Haynes Bridge Road) **$450,000**

This request includes landscape improvements along Haynes Bridge Road. Specifically, this initiative proposes to revitalize the existing declining and overgrown median landscape within the approximate one-mile segment from SR 400 to just south of Old Milton Parkway (Nottaway Lane).

The project will include selective removal and pruning of existing trees/plants followed by the addition of new trees, shrubs and groundcovers. The city's aging tree canopy within right-of-way areas requires pruning and removal as needed to address issues such as vehicle clearance, traffic safety, streetlight and signal head clearance, and maintaining the required intersection sightlines. Approximately 10% of the budget item will go towards pruning and removal, while the remaining 90% will go towards the installation and watering of new trees and plants. Funding for this capital initiative may be partially offset through the City's Tree Replacement Fund.

Operating Budget Impact: Maintenance funding is included within this initiative.

Marjean Way Extension (design) **$300,000**

This request is for the design of the extension of Marjean Way (road and sidewalks) from its current terminus at Orchid Lane north to Milton Avenue.

Operating Budget Impact: Will result in landscape maintenance costs but is not determinable at this time (highly dependent upon design).

Henderson Parkway Traffic Calming **$60,000**

Traffic speeding is still a safety concern on Henderson Parkway, although the following three intersections have already been equipped with all-way stop signs and speed bumps: 1) Henderson Parkway at Henderson Place; 2) Henderson Parkway at Brookridge Terrance/Millstone Court; and 3) Henderson Parkway at Somerset Lane. 85% of the vehicles are traveling in excess of 10mph over the posted speed limit of 25mph.

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CAPITAL INITIATIVE REQUESTS

To encourage lower driving speeds on Henderson Parkway and improve the roadway safety for pedestrians, bicyclists, and motorists, multiple scenarios could be studied, such as: 1) wider sidewalk and landscaped area along with narrower travel lane width; 2) mini roundabouts; 3) chicanes - curve in a road, added by design rather than dictated by geography.

This request is to fund a comprehensive study and develop concepts for improvements along Henderson Parkway to reduce vehicular speeds and improve pedestrian safety.

Operating Budget Impact: Maintenance funding is included within this initiative.

Providence Road Sidewalk Improvements **$50,000**

Citizens living along the east side of Providence Road have requested the installation of sidewalks to provide connectivity to both Downtown Alpharetta and Providence Park. This request is for funding to construct approximately 3,900 linear feet of sidewalk along the east side of Providence Road from the existing sidewalk at Weatherstone Way north to the City Limits.

Operating Budget Impact: Maintenance funding (e.g., landscape maintenance) is estimated at $3,000 annually.

Recurring Stormwater Design/Studies **$100,000**

This request funds various drainage, flood, and watershed studies that are required by state and federal regulations. Watershed studies identify capital projects to improve water quality in impaired streams. Additional studies include dam breach analysis, bacterial source testing, emergency planning and estimating damage, GIS maintenance, inventory updates, stream delisting, etc. These studies also identify future capital improvement projects or provide specific information that can be used by the city to meet regulatory compliance or further our service to our citizenry. This project is not recommended for additional funding as the department can leverage existing funds in FY 2022 to meet the forecasted needs.

Operating Budget Impact: N/A

<u>Community and Economic Development</u>

North Point Envelope Framework Plan **$120,000**

Building on the recommendations of the LCI and North Point Placemaking Plan, provide a framework of public streets, public space, trails and green infrastructure to guide high-value, sustainable redevelopment of auto-centric properties in the North Point area. To ensure that redevelopment within the North Point District aligns with community-based plans and vision for a walkable, mixed-use district, the North Point Development Framework Plan will provide actionable guidance that aligns public policy, regulatory tools, public capital investment, and private investment. The Development Framework will provide clarity around the arrangement of public streets, public spaces, and infrastructure on which the private market can plan their development and investment. Operating Budget Impact: N/A

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CAPITAL INITIATIVE REQUESTS

Citywide Economic Development Analysis and Strategic Plan $75,000

The last Economic Development Strategy and strategic plan was done in 2020. The relevant life of such a study is 3-5 years and continually needs updating as the economy and environment is constantly changing. Given the amount of development we have had in the last 5 years, a new outside evaluation of the health of the Alpharetta economy, strategic vision and priority of development, and evaluation of current initiatives and business inventory is needed. The scope of the entire economic engine in Alpharetta is too large to be internally evaluated and is best evaluated periodically by an outside agency. The request is to hire an outside economic development consulting agency to perform an economic outlook, economic evaluation of business and industry health within Alpharetta and recommendations for strategic planning initiatives to forward the mission and objectives of the economic development department for the next 3-5 years.

Operating Budget Impact: N/A

Economic Development Toolbox $87,500

The City of Alpharetta provides local incentives through its economic development toolbox and facilitated by our team of experienced economic development professionals. New or growing businesses that demonstrate a serious economic impact through job creation and capital investment qualify for these programs. The programs funded in this request include the Local Jobs Creation Grant and the Alpahretta360 Video Marketing Fund to name a few.

The 360 Marketing Videos have been influential in marketing the city as a business destination and has been directly responsible for the location of new businesses to the city. To date we have had more than 10,000 unique views on our A360 website and have added in a marketing boosting strategy that has significantly increased our viewership.

Operating Budget Impact: N/A

Bus Shelter Construction Program (Qty: 2) $95,000

This request is for the installation of at least two (2) new bus shelters in Downtown Alpharetta, one on Haynes Bridge Road by the library and a second on Main Street near the former Hardees location. Designs will complement those installed by the North Fulton Community Improvement District.

Operating Budget Impact: Will result in maintenance costs (e.g., landscaping, equipment, etc.) including trash pickup services and is estimated at $1,000 annually.

<u>Public Safety</u>

Operating Initiative - Police Officers (+8 FTE) Equipment $594,000
($722,000 operations/$594,000 capital)

The Uniform Patrol Division and Special Operations Division have reached a critical point in terms of their ability to meet the various missions of the department. The addition of the downtown area and its expansion over the past couple of years has created a need for a continuous police presence to ensure a pleasant and safe experience for visitors. We currently take a patchwork approach to patrolling downtown using a combination of bicycle units, patrol officers, and overtime positions to meet the needs of the area. This

CAPITAL INITIATIVE REQUESTS

allows us to maintain safety, but not the presence and police coverage throughout the city we all desire. The workload is at a level which requires dedicated staff to provide the level of customer service and police presence expected by the citizens and city leadership. Due to training, sickness/injury, and PTO, we regularly have days where only 5 or 6 officers are actively patrolling the city and responding to 911 calls.

We are requesting an additional eight sworn police officers to be able increase our presence and response in the downtown area and throughout the city. It is critical that we keep a constant presence in downtown and Avalon so that visitors and citizens continue to feel safe and enjoy their time in Alpharetta. Without additional people, we fear the quality of work and customer service will suffer.

Our plan for the eight additional officers will allow us the opportunity to open the downtown zone and maintain an ongoing presence with four uniform and bike patrol units. These units handle all calls for service and provide a visible presence during the peak hours of the day and evening.

The remaining four officers would be divided among the Uniform Patrol Squads add additional officers in the busier zones. These additional officers would allow us more flexibility and ensure we never have fewer than 8-10 officers patrolling the city at any time. Adding these positions will eliminate the need to restrict time off and will provide better coverage and response to calls for service. These additional positions will also enable us to provide more growth opportunities for officers to keep them satisfied and engaged with their careers.

Capital costs are estimated at $594,000 and include funding for vehicle purchases (and upfitting), mobile and portable radios, laptops, body cameras, cell phones, etc. There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at $600,000 annually and reflect salary and benefit costs only. Operational costs are estimated at $122,000 and include professional development, uniforms, general supplies, and fuel.

Generator for City's Designated Emergency Shelter $225,000

Working between multiple city departments, the Department of Public Safety is requesting funding to install a facility generator at the Roswell Street Recreation and Parks Facility.

Primarily, the request stems from the inability of the City to provide any type of emergency shelter that meets the American Red Cross facility requirements. The Roswell street location provides shelter capabilities in all areas except emergency power. Likewise, it would seem beneficial to the facility as there is a large number of visitors to the location and would enable operations to maintain some degree of normal during a power outage.

Having this capability would allow the City Administration to open shelter facilities during inclement weather to Alpharetta residents in need as well as the general public.

This project includes the purchase and installation of a new 400kw Natural Gas Generator.

Operating Budget Impact: Maintenance and energy costs are estimated at $2,500 annually and will be added to the operating budget.

CAPITAL INITIATIVE REQUESTS

i4POD Camera System **$18,500**

The i4POD systems are power pole mounted camera pods that give us 3 pan/tilt/zoom cameras and 1 fixed camera per pod. They communicate through the city's cellphone provider, and they are accessible and controllable via a web interface. They can be mounted and placed anywhere, allowing them to be used for special events (Taste of Alpharetta, 4th of July), trouble areas, or high traffic areas (downtown during the summer). This order will be for 1 system and 5 mounting brackets, so the mounting brackets can be pre-positioned around the city at strategic locations and the pods can be mounted and unmounted in a matter of minutes as needed.

Operating Budget Impact: To be determined.

3D Laser Scanner **$60,100**

This request is for a Faro 3-D laser scanner and software with equipment which will replace the out-of-service and outdated Total Station equipment previously used during crash investigations by the Traffic Unit. The laser scanner captures a 3D representation of any scene, exactly how it was at the time. It can create 2D and 3D scene diagrams/animations, perform crash/crime scene analysis, and courtroom presentations. This system can be used for crime scene investigations, arson investigations, training, fire pre-planning, and wide array of other uses by several units within Public Safety. This request includes: Faro 3D scanner ($30,000); set up ($4,000); software ($9,000); equipment ($6,100); and 3-year maintenance and warranty on equipment and software ($11,000). Additional costs every 4 years of $16,000 to upgrade software and warranties.

Operating Budget Impact: Maintenance funding is included within this initiative.

PS SWAT Equipment (new) **$59,658**

This request includes multiple new equipment initiatives for the Public Safety Department including:

- Operator Rifles ($15,000): This request is for three (3) rifles for our new SWAT Operators. These rifles are the LWRC M6 .223, piston operated rifle with 10.5-inch barrel and selector for semi-automatic and fully automatic modes. The following accessories will be included: Socom Suppressor, Aimpoint or Sig Optic, 6 Mag Pull 30 round magazines, 3-point tactical sling and carrying bag. These rifles are needed to ensure that we can handle incidents where suspects are wearing body armor or longer stand-off distances are required.
- AR-10 Sniper Rifles ($16,458): This request is for two (2) AR-10 Sniper Rifle Systems, including the weapon, scope, suppressor, and bipod. The modern advances in weapon technology over the past ten (10) years have produced the current AR-10 platform that is as accurate and reliable as traditional bolt action rifles. With the accuracy and reliability equal, other advantages such as rate of fire, fire control familiarization, and modularity of operational use, have pushed the AR-10 past other platforms as the superior SWAT sniper weapon system.

CAPITAL INITIATIVE REQUESTS

- SWAT Operator Truck Vaults ($9,000): This request is for three (3) SWAT vehicle truck vault vehicle containers. These containers are lockable, allowing SWAT Operators to safely and securely store their equipment, such as firearms, helmets, night vision equipment, etc., in their vehicles for quick access in an emergency situation.
- SWAT Entry Vests ($19,200): Three new SWAT Operators need helmets and entry vests. The helmets are Level 4 helmets that offer protection from rifle fire. They are the Team Wendy Helmets which is what the team is currently wearing. The vest are Level 4 vests that offer protection from rifle fire. They are the EPIC Model manufactured by Tyr Tactical which is what the team is currently wearing. Pistol holster to attach to Brokos Belt that is part of the vest. Ammo Pouches that attach to the vest. These helmets and vests allow SWAT Operators to deal with the most dangerous situations with the highest level of protection possible.

Operating Budget Impact: To be determined.

Recreation, Parks & Cultural Services

Park Shade Structures Replacement $50,000

This request is for the replacement of shade structures and dugout covers throughout the park system. Shade structures/dugout covers reduce exposure to harmful ultraviolet rays, provide protection from the elements, keep the area cooler, protect the equipment, and increase the comfort level for participants and visitors. The shades will be replaced as they begin to fade or tear, improving the functionality and aesthetics.

Operating Budget Impact: Maintenance costs to decrease due to decline in repairs.

Wills Park Recreation Center Interior Renovations $450,000

This request is for design and construction funds for the interior makeover of the Wills Park Recreation Center (lobby, hallways, restrooms, and common office space). These improvements will maintain the aesthetics and functionality of the facilities.

Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Alpha Loop (park land) $3,000,000

The funds would be used to purchase additional parkland along the Alpha Loop as it is being developed. Much of the Alpha Loop is being built by developers. Small pocket-type parks add greatly to the Alpha Loop experience. These funds would be available as those parklands become available.

Operating Budget Impact: N/A

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Pocket Park Development (design) $125,000

Design/development of pocket parks throughout downtown Alpharetta. These parks need to be planned for connectivity and curb appeal. Included in these areas are Ole Milton Park (where the fountain is located); areas at the corner of Old Roswell and Roswell Street; the corner of Old Canton and Canton; the parking area where Food Truck Alley is held; and other small city-owned areas in downtown.

FY 2023 includes funding for design of the improvements. Construction of the improvements would span multiple years and is currently estimated at $300,000.

Operating Budget Impact: N/A

Park System Wayfinding Signage $100,000

This project is the implementation of the park system wayfinding and signage plan developed in FY 2017. The purpose of the signage plan is to bring uniformity to the numerous signs in our entire park system. The plan defines a specific sign style that will become our "brand" and help park patrons easily identify Alpharetta parks. The plan recommends locations for signs to help visitors locate various amenities in the parks, such as fields, playgrounds, tennis courts, restrooms, etc. Signs within parks will be evaluated and prioritized for replacement. Staff will systematically replace signs using the new guidelines outlined in the plan. Entrance upgrades were listed for all parks in the Master Plan and part of the upgrade includes signage. This is a multi-year initiative. The focus for FY22-23 will be to finalize and complete the Big Creek Greenway system wayfinding signage plan.

Operating Budget Impact: Maintenance/replacement costs to decrease due to decline in repairs as signage is newer.

North Park Master Plan/Development $100,000

This request is for the development of a comprehensive master plan for North Park. The master plan will create a long-range vision for the park, prioritize park improvements, fill in service gaps and reduce redundancy, etc. Current estimates to buildout the master plan objectives total $1.5 million and can be spread out over multiple years. Operating Budget Impact: N/A

Restroom Replacement (North Park: Fields 1-4) $700,000

The existing restroom/concession stand at North Park (fields 1-4) serves four softball fields, batting cages, and a playground. The facility is old and much too small for the number of users. The new restroom/concession facility would have increased numbers of facilities for men and women. It would also have an enhanced concession operation.

Operating Budget Impact: Maintenance (including janitorial) and utility costs will increase along with the physical size of the restroom and is estimated at a minimum of $1,250 annually and will be reflected in a future operating budget (once construction nears completion).

CAPITAL INITIATIVE REQUESTS

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Wills Park Pool Heater **$100,800**

Currently, the Wills Park Pool is open from Memorial Day to Labor Day for public usage. We are recommending adding a heater to the competition pool. This would allow for usage of the competition pool for approximately 10-months out of the year for such programs as year-round swim teams, additional classes (such as scuba, kayaking, standing paddle boards), water aerobics, master swim training, senior and adaptive swim, and increased rentals. The cost for the heater purchase, cover, and installation (including gas lines) scope is $100,800. Operating Budget Impact: Maintenance and energy costs are estimated at $6,000 annually. Funding offsets can be provided through Impact Fees.

Cultural Services Plan **$40,000**

In 2018, Rec, Parks and Cultural Services Master Plan recommended that Cultural Services develop a public art program to integrate art into all parks and public spaces in Alpharetta; create the Arts Center as a cultural hub; and create in the Department-wide Program Plan. This Cultural Plan would be a yearlong planning effort, which includes in-depth research, engagement, analysis of City plans and collaboration with residents, artists, organizations, City Staff Departments and City Council / Leaders.

Operating Budget Impact: N/A

Haynes Bridge Road Park Restroom **$300,000**

Currently at the Haynes Bridge Road Park, visitors have access only to a Port-a-John. This is less than ideal for our customers as it is a highly visible park asset providing heavily used greenway access. This access park was opened in 1997. Funds were limited and plans were to construct a restroom at a later date.

The need for a permanent restroom at this facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, although additional restrooms at the access points is the most requested improvement made by Greenway users. A pre-cast type restroom (like the one at Windward Community Park) would be preferred. The amount of funding requested for this facility is due to current flood plain constraints that will entail more site work prep, design, and surveying. Approximately 100' of sewer line will need to be installed. A waterline will have to be bored under Haynes Bridge Road and a new meter installed for connection to existing waterlines.

Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of $1,000 annually.

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CAPITAL INITIATIVE REQUESTS

Marconi Drive Park Restroom **$100,000**

Currently at the Marconi Drive Park, visitors have access only to a Port-a-John. This is less than ideal for our customers as it is a highly visible park asset providing heavily used greenway access. This access park was opened in 2011. Funds were limited and plans were to construct a restroom at a later date.

The need for a permanent restroom at this facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, although additional restrooms at the access points is the most requested improvement made by Greenway users.

A pre-cast type restroom would be preferred, like the one at Windward Community Park. We anticipate the estimated cost is $100,000, with this cost being based on the restroom solution procured for the Windward Community Park, which includes sewer and water connections.

Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of $1,000 annually.

Big Creek Greenway Culvert Replacement **$150,000**

At the direction of the Director of Recreation, Parks and Cultural Services, this capital item is for construction projects repairing bank stabilization along the Big Creek Greenway. The projects listed here were identified in the FY 2018 Big Creek Erosion Study and were designed in FY 2019 and FY 2020. The FY 2023 funds are for the construction of a culvert replacement along the greenway trail south of Old Milton Parkway. This area has seen severe erosion and sediment deposition.

Operating Budget Impact: This program decreases maintenance costs as flooding and erosion will be reduced.

EXCERPT

CITYWIDE BUDGET SUMMARIES

Citywide Budget Summaries

Overview

The *Citywide Budget Summaries* section is intended to provide readers with an overall understanding of the city's fiscal year 2023 budget. The following schedules provide readers with revenue and expenditure summaries from several different perspectives including:

- **Citywide Budget Summary by Fund**

  This section provides a summary/narrative of FY 2023 budget data by fund type (e.g., General Fund, Special Revenue Funds, etc.).

- **Citywide Budget Summary by Revenue Source**

  This section provides a summary/narrative of FY 2023 budget data by revenue source (i.e., Property Taxes, Other Taxes, Charges for Services, etc.). Please refer to the specific Fund Summaries section (e.g., General Fund Summary, Special Revenue Fund Summaries, etc.) of this document for more detailed information about the city's various revenue sources.

- **Citywide Budget Summary by Department Expenditures**

  This section provides a summary/narrative of FY 2023 budget data by department expenditures (e.g., City Administration, Public Safety, etc.). Please refer to the *Departmental Summaries* section of this document for more detailed information about each department's expenditures.

- **Citywide Budget Summary by Expenditure Category**

  This section provides a summary/narrative of FY 2023 budget data by expenditure category (e.g., Personnel Services, Maintenance & Operations, etc.).

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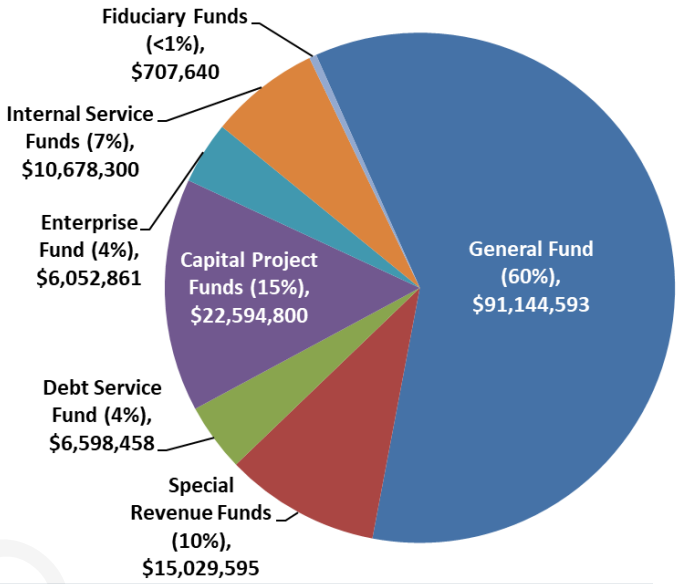
CITYWIDE BUDGET SUMMARIES

Summary by Fund Type

FY 2023 Citywide Budget totals $153 Million



The Fiscal Year 2023 budget for all funds totals $153 million. The city budget includes appropriations for the following fund types:

General Fund: The city's General Fund is its largest fund and includes governmental activities such as police, fire, recreation, and other general governmental functions that are primarily funded with property taxes, utility taxes, franchise fees, and charges for services, such as recreation program fees.

Special Revenue Funds: These Funds are established to account for revenues that are restricted by statute, ordinance, or resolution for a specific purpose. Appropriated Funds include E-911 Fund; Impact Fee Fund; and the Hotel/Motel Fund.

Debt Service Fund: This Fund is utilized to account for debt service requirements of the city's general government debt obligations.

Capital Project Funds: These Funds are used for various citywide capital projects. Projected funding for FY 2023 is from interest earnings, fund balance, and transfers from other funds.

The adopting budget ordinance will authorize unspent appropriations from fiscal year 2022 to be re-appropriated to continue previously approved projects. As such, these appropriations are not reflected herein.

Enterprise Fund: This Fund is a self-supporting entity that derives its revenue primarily from charges levied on the users of its services, much like private enterprises. The city utilizes an enterprise fund to account for operations of its solid waste system.

Internal Service Fund: These Funds are used to accumulate and allocate costs internally among the city's various functions. The city utilizes a Risk Management Fund (administering general liability, automotive liability, workers' compensation, etc.) and Medical Insurance Fund (account for activity under the Minimum Premium Plan in accordance with GAAP).

Fiduciary Funds: These Funds are used to account for resources held for the benefit of parties outside the government and include the OPEB Funds.

EXCERPT

CITYWIDE BUDGET SUMMARIES

Summary by Fund

FY 2023 Budget

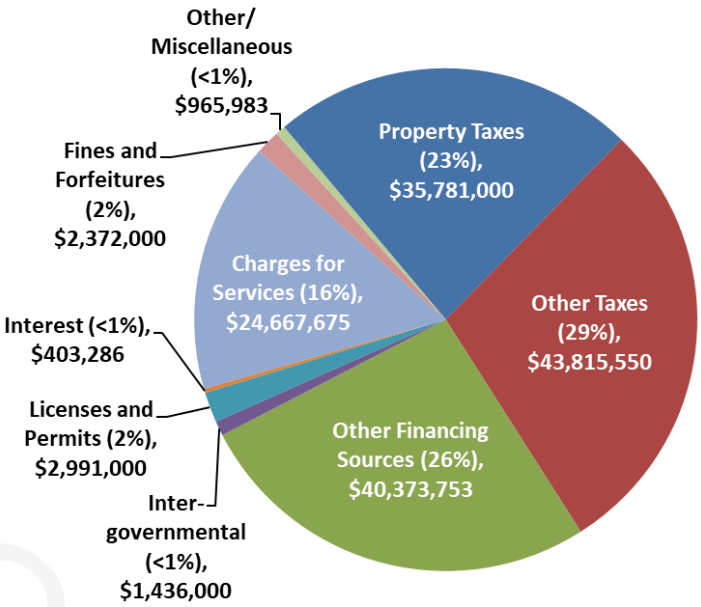
	Revenues	Expenditures	Balanced Budget
General Fund	**$ 91,144,593**	**$ 91,144,593**	√
Special Revenue Funds:			
E-911 Fund	$ 5,510,905	$ 5,510,905	√
Impact Fee Fund	2,018,690	2,018,690	√
Hotel/Motel Fund	7,500,000	7,500,000	√
	$ 15,029,595	**$ 15,029,595**	√
Debt Service Fund	**$ 6,598,458**	**$ 6,598,458**	√
Capital/Grant Funds:			
Capital Projects Fund	$ 13,694,800	$ 13,694,800	√
Stormwater Capital Fund	4,600,000	4,600,000	√
TSPLOST 1 Fund	4,300,000	4,300,000	√
	$ 22,594,800	**$ 22,594,800**	√
Enterprise Fund:			
Solid Waste Fund	**$ 6,052,861**	**$ 6,052,861**	√
Internal Service Funds:			
Risk Management Fund	$ 1,678,300	$ 1,678,300	√
Medical Insurance Fund	9,000,000	9,000,000	√
	$ 10,678,300	**$ 10,678,300**	√
Fiduciary Funds:			
OPEB Health Benefit Fund	$ 23,508	$ 23,508	√
OPEB Reimbursement Benefit Fund	684,132	684,132	√
	$ 707,640	**$ 707,640**	√
Total	**$ 152,806,247**	**$ 152,806,247**	√

EXCERPT

CITYWIDE BUDGET SUMMARIES

Summary by Revenue Source

FY 2023 Citywide Budget totals $153 Million



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The chart above segments the FY 2023 budget by revenue source and includes the following:

Property Taxes: Ad Valorem tax on real/personal property owned within the city. The recommended millage rate for FY 2023 is flat with the prior year at 5.750 mills and is composed of the following: Operating Millage Rate of 4.785 mills (used to fund general city operations and the recurring capital program); and a Debt Service Millage Rate of 0.965 mills (used to fund debt service on voter approved general obligation bonds).

Other Taxes: Includes local option sales taxes (i.e., LOST), franchise fees (fees charged to utility companies operating within the city that allow for the use of public right-of-way), hotel/motel taxes, business and occupational taxes, etc.

Licenses and Permits: Includes building permit fees, occupancy permit fees, alcohol beverage permit fees, development permits and related fees, etc.

Intergovernmental: Includes federal, state, and local grant funding as well as revenue sharing associated with intergovernmental agreements.

Charges for Services: Includes recreation user fees, planning and development fees, fire plan review fees, special event fees, impact fees, solid waste fees, employer/employee premium fees; etc.

Fines and Forfeitures: Includes municipal court fines, code enforcement board fines, school zone speed citations, etc.

Interest: Includes investment earnings on city funds.

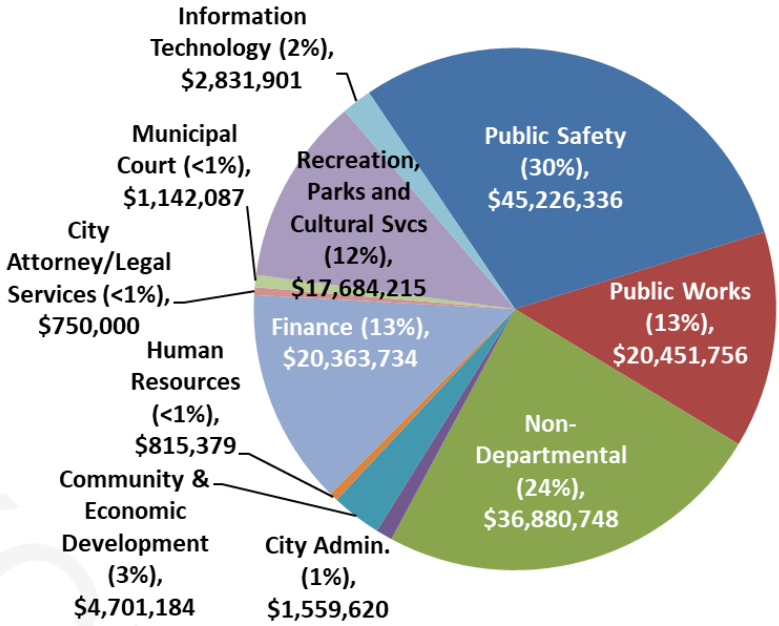
Other/Miscellaneous: Includes the sale of surplus assets, donations, and other miscellaneous revenues.

Other Financing Sources: Includes inter-fund transfers and budgeted fund balance.

CITYWIDE BUDGET SUMMARIES

Summary by Department Expenditures

FY 2023 Citywide Budget totals $153 Million



The chart above segments the FY 2023 budget by department/functional unit and includes the following:

Mayor and City Council

City Administration

Community and Economic Development

Public Works

Finance (includes general operations and activities associated with the Solid Waste Fund, Risk Management Fund, and Medical Insurance Fund)

Human Resources

Information Technology

Legal Services (City Attorney)

Municipal Court

Public Safety (includes general operations and activities associated with the E-911 Fund)

Recreation, Parks and Cultural Services

Non-Departmental (interfund transfers, contingency/reserves, Hotel/Motel Fund distributions, debt service, activities within the OPEB Funds, etc.)

Please refer to the *Departmental Summaries* section of this document for specific information on each department including mission, goals and objectives, financial summary, and performance measures.

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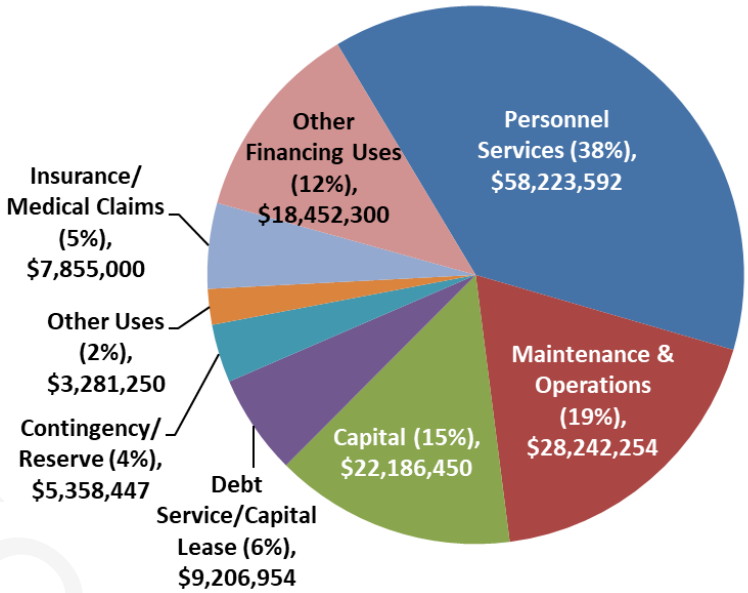
CITYWIDE BUDGET SUMMARIES

Summary by Expenditure Category

FY 2023 Citywide Budget totals $153 Million



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The chart above segments the FY 2023 budget by expenditure category and includes the following:

Personnel Services: Includes expenses for salaries, wages, and related employee benefits provided for all persons employed by the city whether on a full-time, part-time, temporary, or seasonal basis. Employee benefits include employer contribution for health insurance, pension, social security, workers compensation, other post-employment benefits, etc.

Maintenance and Operations: Includes expenses for goods and services associated with city's provision of services. Examples include professional fees, repair & maintenance, utilities, travel and training, etc.

Capital: Includes expenses for the acquisition of capital assets (e.g., building improvements, machinery and equipment, vehicle replacement/acquisition, etc.).

Debt Service: Includes expenses related to the repayment of the city's voter approved debt obligations (e.g., principal and interest payments, debt service fees, etc.).

Insurance/Medical Claims: Includes an actuarially determined estimate for risk-management insurance claims and estimated medical claims under the city's Minimum Premium Plan. There is a grossing-up effect with the Medical Insurance Fund as the employer premium expenses are also reflected in the Operating Funds (e.g., General Fund, E911 Fund, etc.).

Other Uses: Includes Hotel/Motel Tax disbursements to the Alpharetta Convention & Visitors Bureau.

Contingency/Reserves: Includes General Fund contingency appropriations and reserve appropriations across multiple funds (E911 Fund, Capital Project Fund, etc.).

Other Financing Uses: Includes interfund transfers for items such as grant matches, capital improvements, etc.

CITYWIDE BUDGET SUMMARIES

Consolidated Summary (Revenues by Source/Expenditures by Department)

		Special Revenue Funds			Capital Project Funds		
	General Fund	E-911 Fund	Impact Fee Fund	Hotel/Motel Fund	Capital Projects Fund	Stormwater Capital Fund	TSPLOST 1 Capital Fund
REVENUES:							
Property Taxes	$ 29,502,000	$ -	$ -	$ -	$ -	$ -	$ -
Local Option Sales Taxes/TSPLOST	18,925,000	-	-	-	-	-	-
Other Taxes	17,390,150	400	-	7,500,000	-	-	-
Licenses and Permits	2,991,000	-	-	-	-	-	-
Intergovernmental Revenue	186,000	1,250,000	-	-	-	-	-
Charges for Services	3,837,800	3,750,000	350,000	-	-	-	-
Fines and Forfeitures	2,372,000	-	-	-	-	-	-
Interest Earnings	200,000	15,000	-	-	155,000	-	-
Other/Miscellaneous	288,343	-	-	-	-	-	-
subtotal	$ 75,692,293	$ 5,015,400	$ 350,000	$ 7,500,000	$ 155,000	$ -	$ -
Other Financing Sources							
Interfund Transfer from General Fund	$ -	$ -	$ -	$ -	$ 11,039,800	$ 4,600,000	$ -
Interfund Transfer from Hotel/Motel Fund	2,812,500	-	-	-	-	-	-
Budgeted Fund Balance	12,639,800	495,505	1,668,690	-	2,500,000	-	4,300,000
subtotal	$ 15,452,300	$ 495,505	$ 1,668,690	$ -	$ 13,539,800	$ 4,600,000	$ 4,300,000
Total Revenues	**$ 91,144,593**	**$ 5,510,905**	**$ 2,018,690**	**$ 7,500,000**	**$ 13,694,800**	**$ 4,600,000**	**$ 4,300,000**
EXPENDITURES:							
Mayor and City Council	$ 399,287	$ -	$ -	$ -	$ -	$ -	$ -
City Administration	1,414,620	-	-	-	145,000	-	-
Finance	3,662,093	-	-	-	-	-	-
Legal Services	750,000	-	-	-	-	-	-
Information Technology	2,331,901	-	-	-	500,000	-	-
Human Resources	742,879	-	-	-	72,500	-	-
Municipal Court	1,142,087	-	-	-	-	-	-
Public Safety	35,424,931	5,510,905	18,690	-	4,271,810	-	-
Public Works	10,028,756	-	-	-	3,823,000	4,600,000	2,000,000
Recreation, Parks and Cultural Services	11,394,215	-	2,000,000	-	1,990,000	-	2,300,000
Community and Economic Development	4,601,184	-	-	-	100,000	-	-
Non-Departmental	-	-	-	5,500	-	-	-
Insurance Premiums (Risk Fund)	823,300	-	-	-	-	-	-
Alpharetta Convention and Visitors Bureau	-	-	-	3,281,250	-	-	-
Debt Service (Principal and Interest)*	288,640	-	-	1,365,213	-	-	-
Contingency	775,000	-	-	35,537	-	-	-
Operating Initiative Reserve	1,725,900	-	-	-	-	-	-
Non-Allocated (Reserve); One-Time Usage	-	-	-	-	2,792,490	-	-
subtotal	$ 75,504,793	$ 5,510,905	$ 2,018,690	$ 4,687,500	$ 13,694,800	$ 4,600,000	$ 4,300,000
Other Financing Uses							
Interfund Transfer to General Fund	$ -	$ -	$ -	$ 2,812,500	$ -	$ -	$ -
Interfund Transfer to Capital Funds	15,639,800	-	-	-	-	-	-
subtotal	$ 15,639,800	$ -	$ -	$ 2,812,500	$ -	$ -	$ -
Total Expenditures	**$ 91,144,593**	**$ 5,510,905**	**$ 2,018,690**	**$ 7,500,000**	**$ 13,694,800**	**$ 4,600,000**	**$ 4,300,000**

** Not including Capital Leases which are programmed into the appropriate Departmental budget above.*

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CITYWIDE BUDGET SUMMARIES

		Enterprise Fund	Internal Service Funds		Fiduciary Funds		
	Debt Service Fund	Solid Waste Fund	Risk Management Fund	Medical Insurance Fund	OPEB Health Benefit Fund	OPEB Reimb. Fund	TOTAL
REVENUES:							
Property Taxes	$ 6,279,000	$ -	$ -	$ -	$ -	$ -	$ 35,781,000
Local Option Sales Taxes/TSPLOST	-	-	-	-	-	-	18,925,000
Other Taxes	-	-	-	-	-	-	24,890,550
Licenses and Permits	-	-	-	-	-	-	2,991,000
Intergovernmental Revenue	-	-	-	-	-	-	1,436,000
Charges for Services	-	6,051,575	1,678,300	9,000,000	-	-	24,667,675
Fines and Forfeitures	-	-	-	-	-	-	2,372,000
Interest Earnings	2,000	1,286	-	-	10,500	19,500	403,286
Other/Miscellaneous	-	-	-	-	13,008	664,632	965,983
subtotal	$ 6,281,000	$ 6,052,861	$ 1,678,300	$ 9,000,000	$ 23,508	$ 684,132	$ 112,432,494
Other Financing Sources							
Interfund Transfer from General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,639,800
Interfund Transfer from Hotel/Motel Fund	-	-	-	-	-	-	2,812,500
Budgeted Fund Balance	317,458	-	-	-	-	-	21,921,453
subtotal	$ 317,458	$ -	$ -	$ -	$ -	$ -	$ 40,373,753
Total Revenues	**$ 6,598,458**	**$ 6,052,861**	**$ 1,678,300**	**$ 9,000,000**	**$ 23,508**	**$ 684,132**	**$ 152,806,247**
EXPENDITURES:							
Mayor and City Council	$ -	$ -	$ -	$ -	$ -	$ -	$ 399,287
City Administration	-	-	-	-	-	-	1,559,620
Finance	-	6,023,341	1,678,300	9,000,000	-	-	20,363,734
Legal Services	-	-	-	-	-	-	750,000
Information Technology	-	-	-	-	-	-	2,831,901
Human Resources	-	-	-	-	-	-	815,379
Municipal Court	-	-	-	-	-	-	1,142,087
Public Safety	-	-	-	-	-	-	45,226,336
Public Works	-	-	-	-	-	-	20,451,756
Recreation, Parks and Cultural Services	-	-	-	-	-	-	17,684,215
Community and Economic Development	-	-	-	-	-	-	4,701,184
Non-Departmental	8,000	-	-	-	23,508	684,132	721,140
Insurance Premiums (Risk Fund)	-	-	-	-	-	-	823,300
Alpharetta Convention and Visitors Bureau	-	-	-	-	-	-	3,281,250
Debt Service (Principal and Interest)*	6,590,458	-	-	-	-	-	8,244,311
Contingency	-	29,520	-	-	-	-	840,057
Operating Initiative Reserve	-	-	-	-	-	-	1,725,900
Non-Allocated (Reserve); One-Time Usage	-	-	-	-	-	-	2,792,490
subtotal	$ 6,598,458	$ 6,052,861	$ 1,678,300	$ 9,000,000	$ 23,508	$ 684,132	$ 134,353,947
Other Financing Uses							
Interfund Transfer to General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,812,500
Interfund Transfer to Capital Funds	-	-	-	-	-	-	15,639,800
subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,452,300
Total Expenditures	**$ 6,598,458**	**$ 6,052,861**	**$ 1,678,300**	**$ 9,000,000**	**$ 23,508**	**$ 684,132**	**$ 152,806,247**

** Not including Capital Leases which are programmed into the appropriate Departmental budget above.*

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CITYWIDE BUDGET SUMMARIES

Consolidated Summary (Revenues by Source/Expenditures by Category)

		Special Revenue Funds			Capital Project Funds		
	General Fund	E-911 Fund	Impact Fee Fund	Hotel/Motel Fund	Capital Project Fund	Stormwater Capital Fund	TSPLOST 1 Capital Fund
REVENUES:							
Property Taxes	$ 29,502,000	$ -	$ -	$ -	$ -	$ -	$ -
Local Option Sales Taxes/TSPLOST	18,925,000	-	-	-	-	-	-
Other Taxes	17,390,150	400	-	7,500,000	-	-	-
Licenses and Permits	2,991,000	-	-	-	-	-	-
Intergovernmental Revenue	186,000	1,250,000	-	-	-	-	-
Charges for Services	3,837,800	3,750,000	350,000	-	-	-	-
Fines and Forfeitures	2,372,000	-	-	-	-	-	-
Interest Earnings	200,000	15,000	-	-	155,000	-	-
Other/Miscellaneous	288,343	-	-	-	-	-	-
subtotal	$ 75,692,293	$ 5,015,400	$ 350,000	$ 7,500,000	$ 155,000	$ -	$ -
Other Financing Sources							
Interfund Transfer from General Fund	$ -	$ -	$ -	$ -	$ 11,039,800	$ 4,600,000	$ -
Interfund Transfer from Hotel/Motel Fund	2,812,500	-	-	-	-	-	-
Budgeted Fund Balance	12,639,800	495,505	1,668,690	-	2,500,000	-	4,300,000
subtotal	$ 15,452,300	$ 495,505	$ 1,668,690	$ -	$ 13,539,800	$ 4,600,000	$ 4,300,000
Total Revenues	**$ 91,144,593**	**$ 5,510,905**	**$ 2,018,690**	**$ 7,500,000**	**$ 13,694,800**	**$ 4,600,000**	**$ 4,300,000**
EXPENDITURES:							
Personnel Services	$ 53,937,008	$ 3,512,065	$ -	$ -	$ -	$ -	$ -
Maintenance and Operations	18,082,937	1,366,055	-	5,500	-	-	-
Capital	35,450	330,000	2,018,690	-	10,902,310	4,600,000	4,300,000
Debt Service	948,498	302,785	-	1,365,213	-	-	-
Other							
Insurance/Medical Claims	-	-	-	-	-	-	-
Alpharetta Convention and Visitors Bureau	-	-	-	3,281,250	-	-	-
Contingency	775,000	-	-	35,537	-	-	-
Operating Initiative Reserve	1,725,900	-	-	-	-	-	-
Non-Allocated (Reserve); One-Time Usage	-	-	-	-	2,792,490	-	-
subtotal	$ 75,504,793	$ 5,510,905	$ 2,018,690	$ 4,687,500	$ 13,694,800	$ 4,600,000	$ 4,300,000
Other Financing Uses							
Interfund Transfer to General Fund	$ -	$ -	$ -	$ 2,812,500	$ -	$ -	$ -
Interfund Transfer to Capital Funds	15,639,800	-	-	-	-	-	-
subtotal	$ 15,639,800	$ -	$ -	$ 2,812,500	$ -	$ -	$ -
Total Expenditures	**$ 91,144,593**	**$ 5,510,905**	**$ 2,018,690**	**$ 7,500,000**	**$ 13,694,800**	**$ 4,600,000**	**$ 4,300,000**

EXCERPT

CITYWIDE BUDGET SUMMARIES

		Enterprise Fund	Internal Service Funds		Fiduciary Fund		
	Debt Service Fund	Solid Waste Fund	Risk Management Fund	Medical Insurance Fund	OPEB Health Benefit Fund	OPEB Reimb. Fund	TOTAL
REVENUES:							
Property Taxes	$ 6,279,000	$ -	$ -	$ -	$ -	$ -	$ 35,781,000
Local Option Sales Taxes/TSPLOST	-	-	-	-	-	-	18,925,000
Other Taxes	-	-	-	-	-	-	24,890,550
Licenses and Permits	-	-	-	-	-	-	2,991,000
Intergovernmental Revenue	-	-	-	-	-	-	1,436,000
Charges for Services	-	6,051,575	1,678,300	9,000,000	-	-	24,667,675
Fines and Forfeitures	-	-	-	-	-	-	2,372,000
Interest Earnings	2,000	1,286	-	-	10,500	19,500	403,286
Other/Miscellaneous	-	-	-	-	13,008	664,632	965,983
subtotal	$ 6,281,000	$ 6,052,861	$ 1,678,300	$ 9,000,000	$ 23,508	$ 684,132	$ 112,432,494
Other Financing Sources							
Interfund Transfer from General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,639,800
Interfund Transfer from Hotel/Motel Fund	-	-	-	-	-	-	2,812,500
Budgeted Fund Balance	317,458	-	-	-	-	-	21,921,453
subtotal	$ 317,458	$ -	$ -	$ -	$ -	$ -	$ 40,373,753
Total Revenues	**$ 6,598,458**	**$ 6,052,861**	**$ 1,678,300**	**$ 9,000,000**	**$ 23,508**	**$ 684,132**	**$ 152,806,247**
EXPENDITURES:							
Personnel Services	$ -	$ 96,879	$ -	$ -	$ 13,008	$ 664,632	$ 58,223,592
Maintenance and Operations	8,000	5,926,462	923,300	1,900,000	10,500	19,500	28,242,254
Capital	-	-	-	-	-	-	22,186,450
Debt Service	6,590,458	-	-	-	-	-	9,206,954
Other							
Insurance/Medical Claims	-	-	755,000	7,100,000	-	-	7,855,000
Alpharetta Convention and Visitors Bureau	-	-	-	-	-	-	3,281,250
Contingency	-	29,520	-	-	-	-	840,057
Operating Initiative Reserve	-	-	-	-	-	-	1,725,900
Non-Allocated (Reserve); One-Time Usage	-	-	-	-	-	-	2,792,490
subtotal	$ 6,598,458	$ 6,052,861	$ 1,678,300	$ 9,000,000	$ 23,508	$ 684,132	$ 134,353,947
Other Financing Uses							
Interfund Transfer to General Fund	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,812,500
Interfund Transfer to Capital Funds	-	-	-	-	-	-	15,639,800
subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,452,300
Total Expenditures	**$ 6,598,458**	**$ 6,052,861**	**$ 1,678,300**	**$ 9,000,000**	**$ 23,508**	**$ 684,132**	**$ 152,806,247**

EXCERPT

CITYWIDE BUDGET SUMMARIES

Personnel Listing by Department

	Actual FY 2019	Actual FY 2020	Actual FY 2021	Actual FY 2022	Recommended FY 2023*	Variance
Detail by Department:						
General Fund						
Mayor & City Council	7.0	7.0	7.0	7.0	7.0	-
City Administration	8.0	7.0	6.0	6.0	6.0	-
Community and Economic Development	28.0	30.0	32.0	32.0	32.0	-
Public Works	52.0	52.0	52.0	51.0	51.0	-
Finance	21.5	21.5	21.5	21.5	21.5	-
Public Safety	221.0	223.5	226.5	232.5	232.5	-
Human Resources	3.0	3.0	3.0	3.0	3.0	-
Municipal Court	8.0	8.0	8.0	7.0	6.0	(1.0)
Recreation, Parks & Cultural Services	51.0	51.0	51.0	48.0	48.0	-
Information Technology	11.0	12.0	12.0	13.0	13.0	-
subtotal	***410.5***	***415.0***	***419.0***	***421.0***	***420.0***	**(1.0)**
E-911 Fund (Special Revenue Fund)						
Public Safety	29.0	33.0	32.0	32.0	32.0	-
Information Technology	1.0	-	1.0	1.0	1.0	-
subtotal	***30.0***	***33.0***	***33.0***	***33.0***	***33.0***	**-**
DEA Fund (Special Revenue Fund)						
Public Safety	3.0	3.0	-	-	-	-
Solid Waste Fund (Enterprise Fund)						
Finance	1.0	1.0	1.0	1.0	1.0	-
Full-Time Equivalent (FTE) Positions	***444.5***	***452.0***	***453.0***	***455.0***	***454.0***	***(1.0)***

Notes:

* Includes 1.5 full-time equivalent positions that are not funded but are part of the City's authorized work force. These positions will remain vacant pending a (1) justifiable needs assessment by City Administration and (2) identification of a sustainable funding source.

Frozen positions include:

General Fund	Department	Full-Time Equivalent
Treasury Services Manager	Finance	1.0
Parking Enforcement Officer	Public Safety	0.5
		1.5

EXCERPT

GENERAL FUND SUMMARY

General Fund Summary

Overview

The *General Fund Summary* section is intended to provide readers with an overall understanding of the city's fiscal year 2023 General Fund budget. The following schedules provide readers with revenue and expenditure summaries/narratives from several different perspectives including:

- **General Fund Summary**

  This section provides a brief description of the General Fund as well as charts segmenting revenues by source (e.g., Property Taxes, Licenses & Permits, etc.) and expenditures by department (e.g., City Administration, Public Safety, etc.).

- **Statement of Budgetary Comparisons**

  This statement provides a detailed comparison of revenues and expenditures for fiscal years 2022 and 2023. Revenues are presented by source and expenditures are presented by category (i.e., Personnel Services, Maintenance & Operations, Capital, etc.).

- **Budget Narrative**

  This section provides a narrative of General Fund revenue and expenditure trends including historical information.

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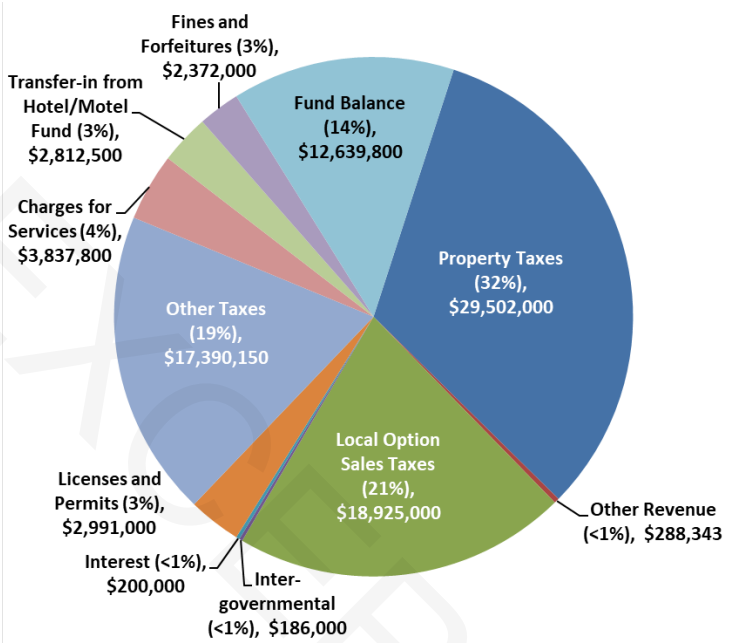
GENERAL FUND SUMMARY

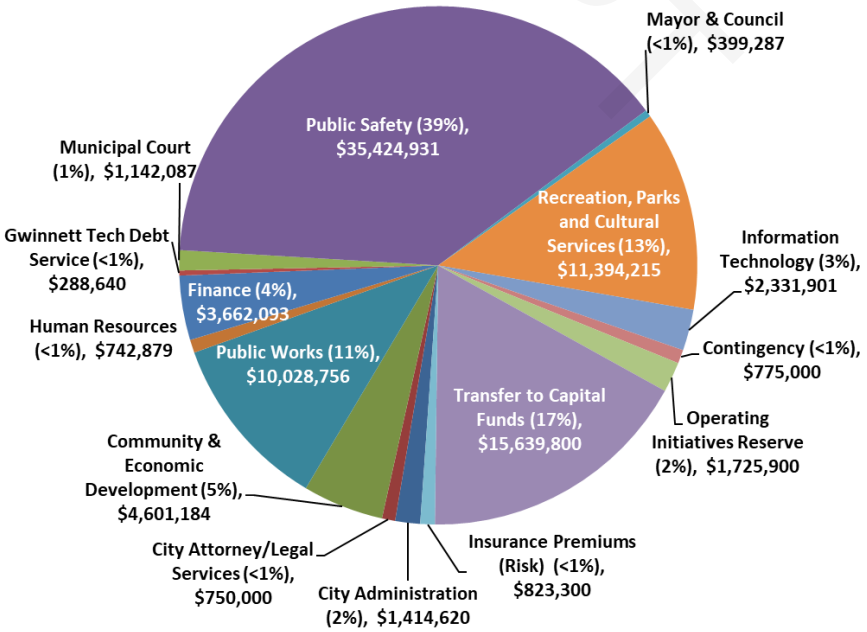
The General Fund is the city's largest fund and includes governmental activities such as police, fire, recreation, and other general governmental functions that are primarily funded with property taxes, utility taxes, franchise fees, state shared revenues, and charges for services, such as recreation program fees.

Summary by Revenue Source



FY 2023 General Fund Budget totals $91 Million

Summary by Department Expenditures



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GENERAL FUND SUMMARY

Statement of Budgetary Comparisons

	FY 2022 AMENDED BUDGET	FY 2023 RECOMMENDED BUDGET	$ Variance	% Variance
Revenues:				
Property Taxes:				
Current Year	$ 25,649,642	$ 26,300,000	$ 650,358	2.5%
Motor Vehicle Title Tax Fee	1,800,000	3,000,000	1,200,000	66.7%
Prior Year/Delinquent	297,000	202,000	(95,000)	-32.0%
Local Option Sales Tax	16,249,473	18,925,000	2,675,527	16.5%
Other Taxes	15,837,152	17,390,150	1,552,998	9.8%
Licenses & Permits	2,729,100	2,991,000	261,900	9.6%
Intergovernmental	396,190	186,000	(210,190)	-53.1%
Charges for Services	3,903,700	3,837,800	(65,900)	-1.7%
Fines & Forfeitures	2,056,000	2,372,000	316,000	15.4%
Interest	190,000	200,000	10,000	5.3%
Other Revenues	256,487	288,343	31,856	12.4%
Other Financing Sources:				
Interfund Transfer (Hotel/Motel Fund)	2,062,500	2,812,500	750,000	36.4%
Total Operating Revenues	**$ 71,427,244**	**$ 78,504,793**	**$ 7,077,549**	**9.9%**
Fund Balance Carryforward	5,836,799	12,639,800		
Total Revenues	**$ 77,264,043**	**$ 91,144,593**		
Expenditures (by Category):				
Personnel Services:				
Salaries	$ 32,314,685	$ 34,269,107	$ 1,954,422	6.0%
Group Insurance	9,563,947	9,899,080	335,133	3.5%
Pension (Defined Benefit)	2,818,660	2,869,712	51,052	1.8%
Pension (401A)	2,552,305	2,763,712	211,407	8.3%
Miscellaneous Benefits	3,817,039	4,135,397	318,358	8.3%
subtotal	$ 51,066,636	$ 53,937,008	$ 2,870,372	5.6%
Maintenance and Operations:				
Professional Services	$ 2,955,181	$ 2,637,342	$ (317,839)	-10.8%
Repair/Maintenance	1,664,289	1,831,840	167,551	10.1%
Maintenance Contracts	3,174,868	3,686,288	511,420	16.1%
Professional Services (IT)	2,124,660	2,433,408	308,748	14.5%
General Supplies	893,320	939,197	45,877	5.1%
Utilities	2,939,555	2,917,825	(21,730)	-0.7%
Fuel	407,414	562,500	155,086	38.1%
Travel/Training	315,504	413,638	98,134	31.1%
Insurance Premiums (Risk Fund)	779,750	823,300	43,550	5.6%
Miscellaneous	1,770,557	1,837,599	67,042	3.8%
subtotal	$ 17,025,098	$ 18,082,937	$ 1,057,839	6.2%
Capital/Lease:	$ 695,870	$ 695,308	$ (562)	-0.1%
Other Uses:				
Contingency	$ 700,000	$ 775,000	$ 75,000	10.7%
Gwinnett Tech Contribution (Debt Svc)	289,640	288,640	(1,000)	-0.3%
subtotal	$ 989,640	$ 1,063,640	$ 74,000	7.5%
Total Operating Expenditures	**$ 69,777,244**	**$ 73,778,893**	**$ 4,001,649**	**5.7%**
Operating Initiative Reserve	-	1,725,900		
Interfund Transfer (Capital/Grant Funds):				
Fund Balance	5,836,799	12,639,800		
Recurring Capital Program	1,650,000	3,000,000		
Total Expenditures	**$ 77,264,043**	**$ 91,144,593**		
*Personnel (full-time-equivalent)**	421.0	420.0		

** FY 2023 includes 1.5 full-time equivalent positions that are not funded but are part of the City's authorized workforce. These positions will remain vacant pending a (1) justifiable needs assessment by City Administration and (2) identification of a sustainable funding source.*

Exhibit A

GENERAL FUND SUMMARY

Statement of Revenues, Expenditures, and changes in Fund Balance

	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 Amended Budget	FY 2023 Recommended Budget
Beginning Fund Balance:	$ 24,637,083	$ 27,826,270	$ 26,626,051	$ 35,676,603	$ 29,839,804
Revenues:					
Property Taxes	$ 25,930,361	$ 27,301,937	$ 29,314,431	$ 27,746,642	$ 29,502,000
Local Option Sales Taxes	16,849,321	15,991,131	16,984,903	16,249,473	18,925,000
Other Taxes	15,664,320	16,064,467	16,958,303	15,837,152	17,390,150
Licenses and Permits	4,198,814	3,269,383	3,080,442	2,729,100	2,991,000
Intergovernmental	599,521	447,357	338,694	396,190	186,000
Charges for Services	4,327,190	3,622,070	3,374,786	3,903,700	3,837,800
Fines and Forfeitures	1,841,143	1,723,631	2,531,031	2,056,000	2,372,000
Interest	745,578	706,149	104,382	190,000	200,000
Other Revenue	206,291	190,607	214,698	149,487	175,343
	$ 70,362,538	$ 69,316,732	$ 72,901,670	$ 69,257,744	$ 75,579,293
Expenditures:					
Mayor and City Council	$ 351,543	$ 366,417	$ 368,717	$ 386,092	$ 399,287
City Administration	1,714,638	1,661,974	1,267,117	1,556,360	1,414,620
Legal Services	842,459	882,013	762,682	750,000	750,000
Community & Economic Development	3,080,445	3,377,666	3,868,757	4,439,117	4,601,184
Public Works	8,415,314	8,352,910	8,536,228	9,377,556	10,028,756
Finance	3,247,984	3,394,381	3,363,629	3,518,190	3,662,093
Public Safety	27,622,038	28,854,870	29,352,576	33,387,927	35,424,931
Human Resources	450,955	554,384	521,820	696,560	742,879
Municipal Court	973,898	889,434	905,796	1,123,639	1,142,087
Recreation, Parks & Cultural Services	9,628,772	9,419,744	8,866,601	10,562,114	11,394,215
Information Technology	1,701,499	1,994,728	2,029,606	2,210,299	2,331,901
Non-Departmental:					
Contingency	114,858	31,388	37,426	700,000	775,000
(1) Insurance Premiums (Risk Fund)	689,500	667,500	720,250	779,750	823,300
Gwinnett Tech Debt Service	286,590	291,190	290,490	289,640	288,640
Non-Allocated/Reserve	-	32,500	-	-	1,725,900
Donations/Contributions	-	-	-	-	-
	$ 59,120,492	$ 60,771,099	$ 60,891,695	$ 69,777,244	$ 75,504,793
Other Financing Sources (Uses):					
Proceeds from the sale of Capital Assets	$ 132,939	$ 68,380	$ 123,658	$ 107,000	$ 113,000
Interfund Transfer:					
Hotel/Motel Fund	3,394,250	2,502,036	1,458,781	2,062,500	2,812,500
Operating Grant Fund	(30,000)	-	-	-	-
Capital Project Fund	(9,675,047)	(9,766,268)	(3,156,862)	(5,966,799)	(11,039,800)
Stormwater Capital Fund	(1,875,000)	(2,550,000)	(1,385,000)	(1,520,000)	(4,600,000)
	$ (8,052,859)	$ (9,745,852)	$ (2,959,423)	$ (5,317,299)	$ (12,714,300)
Ending Fund Balance: (2)	**$ 27,826,270**	**$ 26,626,051**	**$ 35,676,603**	**$ 29,839,804**	**$ 17,200,004**
Changes in Fund Balance (actual/est.)	*$ 3,189,187*	*$ (1,200,219)*	*$ 9,050,552*	*$ (5,836,799)*	*$ (12,639,800)*
Personnel (full-time-equivalent)	*410.5*	*415.0*	*419.0*	*421.0*	*420.0*

Notes:

(1) Represents funding to the Risk Management Fund.

(2) Pursuant to the City's financial management policies, fund balance in excess of the City's current 25% Fund Balance Reserve can be used for one-time capital initiatives. Additionally, the budgetary presentation for fiscal years 2022 and 2023 assumes all appropriations will be spent; historically, a portion of the appropriations will go unspent which will augment the fund balance (i.e. the actual reduction in fund balance will be lower than what is presented above).

* FY 2023 includes 1.5 full-time equivalent positions that are not funded but are part of the city's authorized workforce. These positions are detailed within the *Personnel Listing by Department* section of this document and will remain vacant pending a (1) justifiable needs assessment by City Administration and (2) identification of a sustainable funding source.

GENERAL FUND SUMMARY

Budget Narrative

Revenues

As detailed later in this section through the discussion of expenditure trends, the city's budget is in the midst of multiple disruptive economic pressures. As quickly as the COVID-19 pandemic and its associated social distancing measures drove a decline in economic activity, the current phase of post-lockdown economic activity coupled with Federal stimulus has resulted in a spike of economic growth. This strong economic growth can be witnessed in our revenue trends as well as our expenditure trends which seek to meet a spiking service demand from our customers while also covering unprecedented inflationary (e.g., labor costs) and market-based cost pressures (e.g., fuel, steel, concrete, wood, etc.).

FY 2023 General Fund operating revenues are forecasted to grow by 10%, or $7.1 million, compared to Amended FY 2022. However, operating revenue estimates based on trend data suggest actual collections for FY 2022 in excess of $76 million which results in a growth rate approximating around 3% (budget to est. actual) . The following table compares major revenue categories within the General Fund:

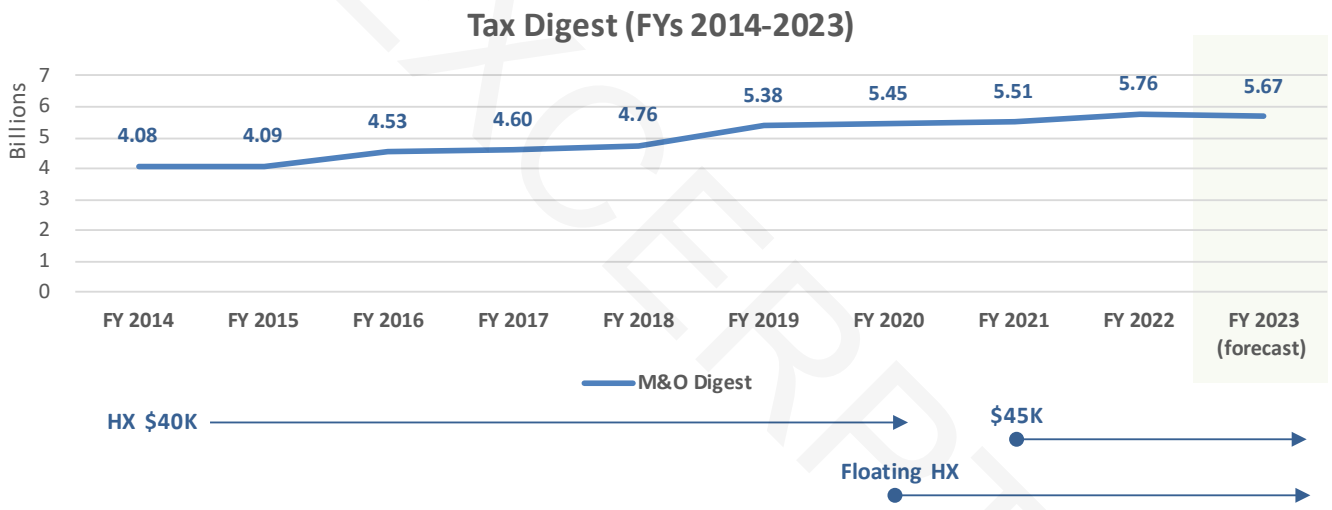
	FY 2022 AMENDED BUDGET	FY 2023 FORECASTED BUDGET	$ Variance	% Variance
Revenues:				
Property Taxes:				
Current Year	$ 25,649,642	$ 26,300,000	$ 650,358	2.5%
Motor Vehicle	60,000	55,000	(5,000)	-8.3%
Motor Vehicle Title Tax Fee	1,800,000	3,000,000	1,200,000	66.7%
Prior Year/Delinquent	237,000	147,000	(90,000)	-38.0%
Local Option Sales Tax	16,249,473	18,925,000	2,675,527	16.5%
Other Taxes:				
Franchise Fees	6,620,000	7,100,000	480,000	7.3%
Insurance Premium Tax	4,759,402	4,825,000	65,598	1.4%
Alcohol Beverage Excise Tax	2,025,000	2,575,000	550,000	27.2%
Other Taxes	2,432,750	2,890,150	457,400	18.8%
Licenses & Permits	2,729,100	2,991,000	261,900	9.6%
Intergovernmental	396,190	186,000	(210,190)	-53.1%
Charges for Services	3,903,700	3,837,800	(65,900)	-1.7%
Fines & Forfeitures	2,056,000	2,372,000	316,000	15.4%
Interest	190,000	200,000	10,000	5.3%
Other Revenues	256,487	288,343	31,856	12.4%
Other Financing Sources:				
Interfund Transfer (Hotel/Motel Fund)	2,062,500	2,812,500	750,000	36.4%
Total Operating Revenues	**$ 71,427,244**	**$ 78,504,793**	**$ 7,077,549**	**9.9%**
Fund Balance Carryforward	5,836,799	12,639,800		
Total Revenues	**$ 77,264,043**	**$ 91,144,593**		

GENERAL FUND SUMMARY

Property and Motor Vehicle Taxes

Property taxes are calculated based on an assessed millage rate on real and personal property owned within the city. Real property consists of land, buildings, structures, and improvements affixed to land. Personal property includes machinery, equipment, inventory supplies, furniture, motor vehicles, boats, etc. The Fulton County Board of Assessors (the "BOA") determines the fair market value of property (i.e., tax digest) utilizing numerous analytical methods including comparative sales data. As of the date of this budget submission, the BOA has not provided the updated tax digest. As such, FY 2023 is based on a forecasted tax digest.

The chart below illustrates the tax digest growth within the city for the last 9 years as provided by the BOA and a staff forecast for FY 2023. These figures are net of all exemptions (e.g., basic homestead and floating homestead exemptions).



As previously mentioned, FY's 2014-2022 represent tax digest valuations provided by the BOA. Property valuation growth has been tempered from a digest perspective over the last several years due to a combination of the following:

- FY 2020: Implementation of the floating homestead exemption;
- FY 2021: $5,000 increase to the basic homestead exemption ($40,000 to $45,000);
- FY 2021: Removal of income restrictions for residents aged 65 and older to qualify for the $10,000 senior homestead exemption; and
- General tax digest appeal valuation adjustments.

The tax digest is subject to tax appeal adjustments which reduce overall valuations. As such, staff forecasts a 2022 tax digest that adjusts for actual/estimated valuation reductions (e.g.,

EXCERPT

GENERAL FUND SUMMARY

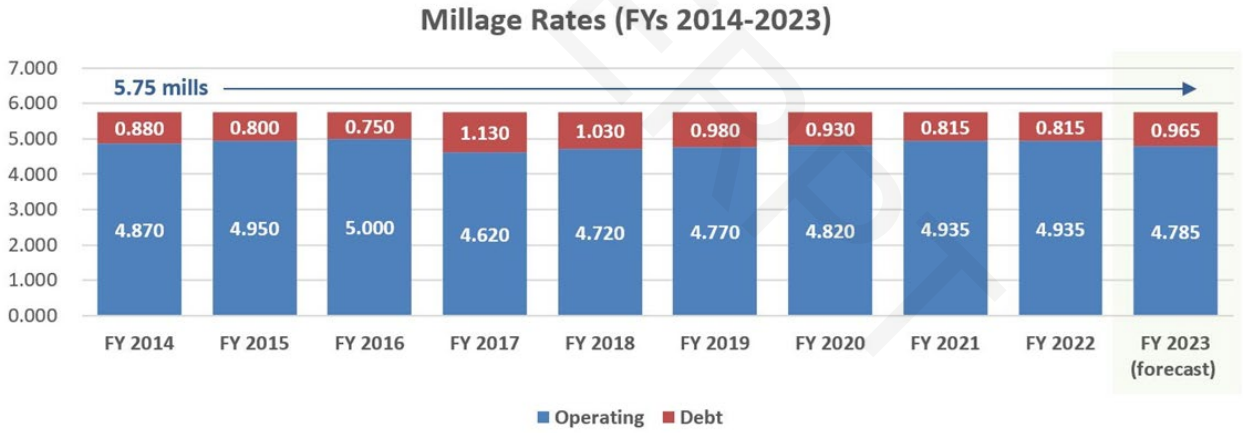
tax appeals) which results in a revised valuation approximating $5.5 billion. The forecast for FY 2023 builds upon the 2022 estimate with the following growth factors:

- 3% valuation growth trend for the Residential portion of the digest (market segment is experiencing strong growth but valuations growth is tempered through the floating homestead exemption which limits growth to the lesser of 3% or CPI).
- 1% valuation growth trend for the Commercial portion of the digest which highlights the uncertainty facing our commercial office developments resulting from the COVID-19 pandemic and its impact on occupancy rates.
- $68 million in new construction taxable-value-added.

The net result is a forecasted growth in the 2023 tax digest of 3% over 2022 estimates.

In conjunction with the annual budget process, the city adopts a millage rate to be applied to the tax digest in order to determine the taxroll value and, consequently, the property tax billings.

The city has historically acknowledged the need to provide a taxation rate commensurate with the government's level of service. The chart below illustrates the annual millage rates levied by the city for the last 9 years including the request for FY 2023.



The FY 2023 Budget is based on maintenance of the city's millage rate at 5.750 mills.

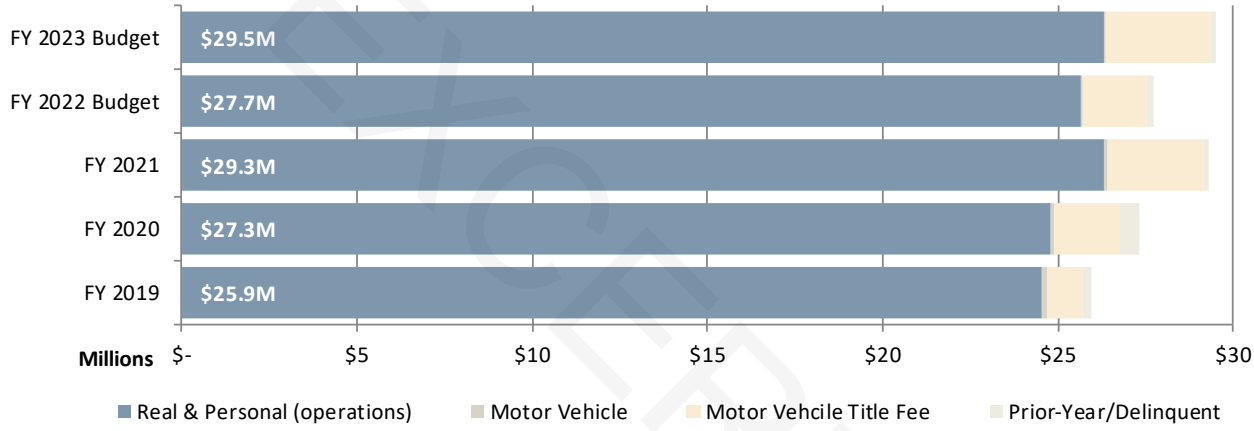
- The portion of the millage rate funding debt service (Debt Service Fund) is estimated to increase 0.15 mills compared to FY 2022 to a total of 0.965 mills. This millage rate shift is necessary to cover debt service on the 2022 General Obligation Parks Bonds ($1.6 million annually).
- The portion of the millage rate funding operations and recurring capital investment (General Fund) is estimated to decline -0.15 mills compared to FY 2022 to a total of 4.785 mills. This reduction was necessary due to escalating debt service requirements (see above).

GENERAL FUND SUMMARY

The property tax revenue estimates are net of the city's homestead exemptions which is estimated to save our homeowners over $5.5 million annually. The main homestead components include the floating homestead exemption that caps the valuation growth of homesteaded properties at the lesser of 3% or CPI and the basic homestead exemption that lowers the taxable value of a homesteaded property by $45,000. The city's homestead exemptions go great lengths in keeping Alpharetta an affordable place to live and retire.

General Fund property taxes are budgeted at $29.5 million in FY 2023 and represent approximately 32% of General Fund revenues. The chart below depicts a 5-year history of General Fund property tax collections by type.

Property Tax Collection History (General Fund) in millions



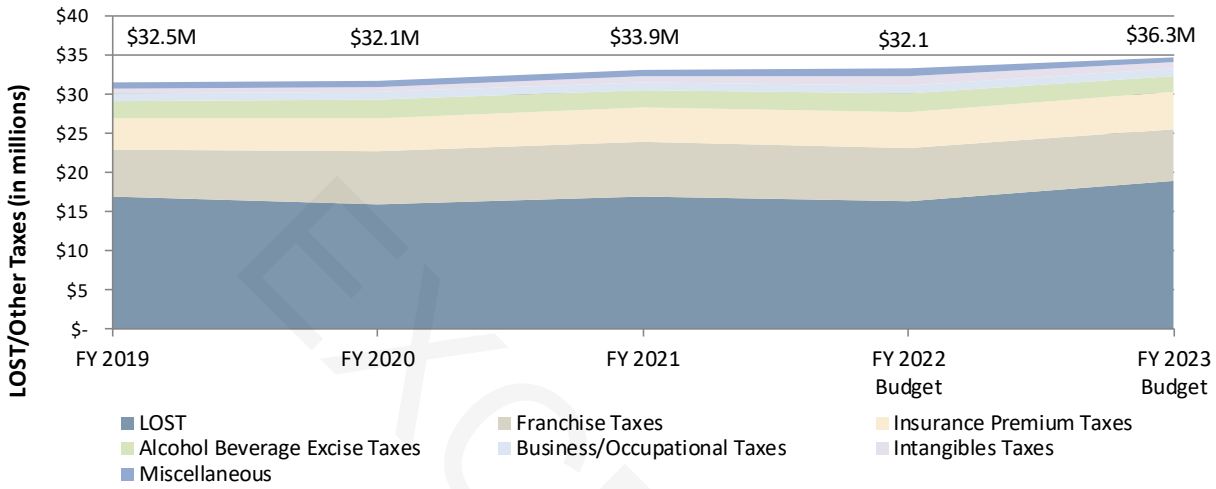
Motor vehicle taxes are experiencing declines due to House Bill 386 which phased out motor vehicle taxes on all vehicles titled on or after March 1, 2013. The city is still receiving motor vehicle taxes on vehicles titled before March 1, 2013, until the vehicle is sold/transferred. Accordingly, the city is forecasting motor vehicle revenues to decline moving forward.

HB 386 created a Motor Vehicle Title Fee to partially offset the reduction in motor vehicle taxes. The Title Fee is 6.6% and is shared between the State and local governments (county, city, and school boards; local share approaches 65% of collections). An increase of 67% is forecasted in FY 2023 for motor vehicle title fees from a budget-to-budget standpoint. However, the reduction programmed into the FY 2022 budget due to anticipated COVID-19 impacts has not been realized and 2022 actuals are conservatively trending towards $2.8 million resulting in a revised growth trend of 7%. This trend, while high, is reflective of year-to-date collection patterns. That said, limited vehicle availability may suppress growth in the short-term.

GENERAL FUND SUMMARY

Other Taxes (including LOST)

Other taxes account for 40%, or $36 million, of total General Fund revenue for FY 2023. Specifically, revenue sources within the Other Taxes category include Local Option Sales Taxes ("LOST"), Franchise Taxes, Insurance Premium Taxes, Alcohol Beverage Excise Taxes, etc. The chart below provides a 5-year history of Other Tax collections by type.



- **Local Option Sales Taxes ("LOST"):** This revenue source represents the city's portion of the 7% sales and use tax collected in Fulton County (not counting T-SPLOST levy) and totals $18.9 million for FY 2023.

  Sales and use tax is collected by the retailer making sales of tangible personal property in Fulton County. LOST is reported and remitted to the Georgia Department of revenue each month for the previous month's sales. The DOR calculates the distribution and remits the revenue to the city monthly.

  The LOST is distributed to municipalities within Fulton County based on population. The rate of distribution is negotiated every 10-years after the decennial U.S. Census. Due to relative population growth (including annexations), the city received an increase in its proportionate distribution in 2013 to 5.84% of the amount shared by local governments (roughly 1% of the 7% sales and use tax levy). The city will be engaging in the next round of LOST distribution negotiations within the next 12-months.

  An increase of 17% is forecasted for FY 2023 from a budget-to-budget standpoint. However, actual collections are conservatively estimated at $17.8 million in FY 2022 which equates to a revised growth rate of 7%. Due to Federal stimulus and overall strong consumer spending emerging after the post-pandemic shutdowns, LOST collections are likely to exceed budgetary figures for 2023.

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GENERAL FUND SUMMARY

- **Franchise Taxes:** Several of the larger franchise agreements include the following: Georgia Power (electric/4% of taxable gross sales); Comcast (cable and communications/5% of gross receipts); BellSouth (communications/3% of gross receipts); etc.

  An increase of 7% is forecasted for FY 2023 from a budget-to-budget standpoint. However, actual collections are estimated at $6.8 million in FY 2022 which equates to a revised growth rate of 5%.

  Collections from GA Power and Sawnee EMC, the largest contributors of this revenue source (70% of total franchise fees), totaled $4.5 million in FY 2022 and represents a $137,841 increase over the prior year ($4.3 million was collected in FY 2021). The budget forecast for FY 2023 totals $4.5 million and represents minor growth compared to 2022 collections.

  Collections from cable franchise agreements represent the next largest source and are estimated to total $825,000 in FY 2022. The budget forecast for FY 2023 totals $850,000 and reflects growth approximating 3%. The city raised the Cable Franchise Fee from 3% to 5% effective January 1, 2019.

- **Insurance Premium Taxes:** This revenue source represents a percentage of insurers' gross direct premiums on life, accident, and sickness insurance policies written within the State and totals $4.8 million in FY 2023. Minimal growth is forecasted for FY 2023 from a budget-to-budget standpoint (1%) based on collection trends.

  Insurance premium tax is due on the first day of the calendar year and is collected directly by the city.

- **Alcohol Beverage Excise Taxes:** This revenue source represents taxes levied on dealers and wholesalers of alcoholic beverages within the city and totals $2.6 million in FY 2023. Growth of 27% is forecasted for FY 2023 from a budget-to-budget standpoint and reflects the strong consumer spend trends occurring in the local market.

Licenses & Permits

Licenses & permits account for 3%, or $3 million, of total General Fund revenue for FY 2023. Licenses and permit revenues include alcoholic beverage permit fees, development permit and related fees, building permit fees, occupancy permit fees, sign permit fees, etc.

Growth of 10% is forecasted for FY 2023 based on 2022 collection patterns but lags pre-pandemic collection levels ($4.2 million in 2019).

The largest revenue source is Building Permit Fees ($1.9 million forecasted for FY 2023; $1.7 million estimated for FY 2022).

GENERAL FUND SUMMARY

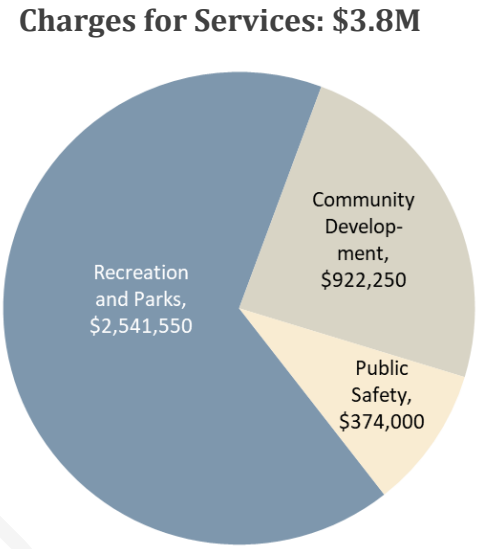
Intergovernmental

Intergovernmental sources account for <1%, or $186,000, of total General Fund revenue for FY 2023. This revenue is primarily generated from Intergovernmental Agreements with the City of Milton related to the sharing of court management capabilities as well as overtime reimbursement through the Federal/State HIDTA (High Intensity Drug Trafficking Area) program.

Charges for Services

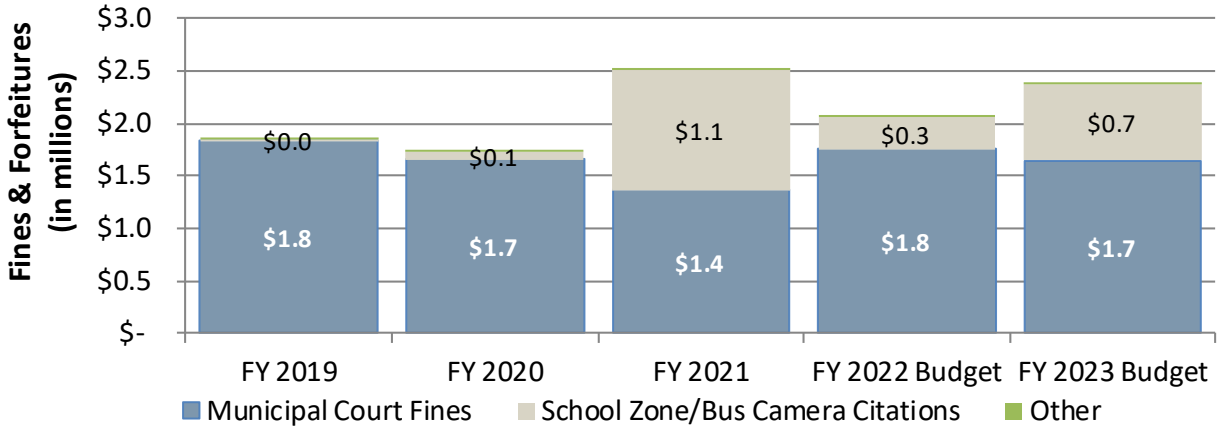
Charges for services include user fees for community development (plan review, planning and development fees, etc.), public safety (plan review, police reports and services, etc.), recreation and parks (program and activity fees, etc.), and special events.

Charges for services account for 4%, or $3.8 million, of total General Fund revenue. A reduction is forecasted for FY 2023 primarily due to diminished plan review fee trends (general and fire plan review). The forecast for 2023 does assume growth in recreational program attendance above the recent few years which have been severely impact by the COVID-19 pandemic.



Fines & Forfeitures

Fines & Forfeitures include municipal court fines, code enforcement, school zone citations, etc. Fines & forfeitures account for 3%, or $2.4 million, of total General Fund revenue for FY 2023. An increase of 15% is forecasted for FY 2023 from a budget-to-budget standpoint. Primary variance is a budget-to-budget growth in school zone citation trends (FY 2022 budget of $300,000 vs est. collections of $1.2 million).



GENERAL FUND SUMMARY

Interest

Interest earnings account for <1%, or $200,000, of total General Fund revenue for FY 2023. Reductions are forecasted to more accurately reflect the earnings the city is currently receiving on its investments in the market.

Transfer-In from Hotel/Motel Fund (Other Financing Sources)

Other Financing Sources account for 3%, or $2.8 million, of total General Fund revenue for FY 2023 and consists of the city's share (40%) of the Hotel/Motel Tax. This revenue source is discussed in more detail within the *Special Revenue Fund Summaries* (Hotel/Motel Fund) section of this document.

Fund Balance

Carryforward fund balance accounts for 14%, or $12.6 million, of total General Fund appropriations for FY 2023. Carryforward Fund Balance represents available cash in excess of the city's 25% emergency reserve.

It has been the city's policy to utilize the remaining fund balance above the emergency requirement for one-time expenditures.

EXCERPT

GENERAL FUND SUMMARY

Expenditures

As previously discussed earlier under the revenue section, the city's budget is in the midst of multiple disruptive economic pressures. As quickly as the COVID-19 pandemic and its associated social distancing measures drove a decline in economic activity, the current phase of post-lockdown economic activity coupled with Federal stimulus has resulted in a spike of economic growth. This strong economic growth can be witnessed in our revenue trends as well as our expenditure trends which seek to meet a spiking service demand from our customers while also covering unprecedented inflationary (e.g., labor costs) and market-based cost pressures (e.g., fuel, steel, concrete, wood, asphalt, etc.).

Operating expenditures of the General Fund are forecasted to grow by 6% over FY 2022. This figure does not include the operating initiative funding for FY 2023[9]. Said initiatives would be added to the departmental operating budgets upon direction from the Mayor/Council.

The following table compares departmental appropriations within the General Fund:

Expenditures (by Department):	FY 2022 AMENDED BUDGET	FY 2023 FORECASTED BUDGET	$ Variance	% Variance
Mayor and Council	$ 386,092	$ 399,287	$ 13,195	3.4%
City Administration	1,556,360	1,414,620	(141,740)	-9.1%
Finance	3,518,190	3,662,093	143,903	4.1%
Legal Services	750,000	750,000	-	0.0%
Information Technology	2,210,299	2,331,901	121,602	5.5%
Human Resources	696,560	742,879	46,319	6.6%
Municipal Court	1,123,639	1,142,087	18,448	1.6%
Public Safety	33,387,927	35,424,931	2,037,004	6.1%
Public Works	9,377,556	10,028,756	651,200	6.9%
Recreation, Parks & Cultural Services	10,562,114	11,394,215	832,101	7.9%
Community and Economic Development	4,439,117	4,601,184	162,067	3.7%
Non-Departmental:				
Contingency	700,000	775,000	75,000	10.7%
Insurance Premiums (Risk Fund)	779,750	823,300	43,550	5.6%
Gwinnett Tech Contribution (Debt Svc)	289,640	288,640	(1,000)	-0.3%
Total Operating Expenditures	**$ 69,777,244**	**$ 73,778,893**	**$ 4,001,649**	**5.7%**
Reserve for Operating Initiatives	-	1,725,900		
Interfund Transfer (Capital/Grant Funds):				
Fund Balance	5,836,799	12,639,800		
Recurring Capital Program	1,650,000	3,000,000		
Total Expenditures	**$ 77,264,043**	**$ 91,144,593**		

[9] Please refer to the *Operating Initiatives Request* section of this document for detail of the requests.

GENERAL FUND SUMMARY

The following table compares expenditure category appropriations within the General Fund:

	FY 2022 AMENDED BUDGET	FY 2023 FORECASTED BUDGET	$ Variance	% Variance
Expenditures (by Category):				
Personnel Services:				
Salaries/Overtime	$ 32,314,685	$ 34,269,107	$ 1,954,422	6.0%
Group Insurance	9,563,947	9,899,080	335,133	3.5%
Pension (Defined Benefit)	2,818,660	2,869,712	51,052	1.8%
Pension (401A)	2,552,305	2,763,712	211,407	8.3%
OPEB/Post Employment Healthcare	566,084	636,153	70,069	12.4%
Miscellaneous Benefits	3,250,955	3,499,244	248,289	7.6%
subtotal	$ 51,066,636	$ 53,937,008	$ 2,870,372	5.6%
Maintenance and Operations:				
Professional Services	$ 2,955,181	$ 2,637,342	$ (317,839)	-10.8%
Repair/Maintenance	1,664,289	1,831,840	167,551	10.1%
Maintenance Contracts	3,174,868	3,686,288	511,420	16.1%
Professional Services (IT)	2,124,660	2,433,408	308,748	14.5%
General Supplies	893,320	939,197	45,877	5.1%
Utilities	2,939,555	2,917,825	(21,730)	-0.7%
Fuel	407,414	562,500	155,086	38.1%
Travel/Training	315,504	413,638	98,134	31.1%
Insurance Premiums (Risk Fund)	779,750	823,300	43,550	5.6%
Miscellaneous	1,770,557	1,837,599	67,042	3.8%
subtotal	$ 17,025,098	$ 18,082,937	$ 1,057,839	6.2%
Capital/Lease:	$ 695,870	$ 695,308	$ (562)	-0.1%
Other Uses:				
Contingency	$ 700,000	$ 775,000	$ 75,000	10.7%
Gwinnett Tech Contribution (Debt Svc)	289,640	288,640	(1,000)	-0.3%
subtotal	$ 989,640	$ 1,063,640	$ 74,000	7.5%
Total Operating Expenditures	**$ 69,777,244**	**$ 73,778,893**	**$ 4,001,649**	**5.7%**
Reserve for Operating Initiatives	-	1,725,900		
Interfund Transfer (Capital/Grant Funds):				
Fund Balance	5,836,799	12,639,800		
Recurring Capital Program	1,650,000	3,000,000		
Total Expenditures	**$ 77,264,043**	**$ 91,144,593**		

EXCERPT

GENERAL FUND SUMMARY

Meeting the Internal Needs of Operating Departments

Several of the major points of the FY 2023 Budget are as follows:

- Management of personnel and compensation program to align with current market environment which includes budgetary adjustments to cover significant inflation in labor costs which are necessary to retain and recruit our highly skilled workforce:
  - Staffing level at 454 full-time equivalents "FTE" with the funding breakdown as follows:
    - 452.5 full-time equivalents (funded). This does not include the additional personnel requests included within the Operating Initiatives section of this report. These positions (and associated appropriations) will be added to the departmental operating budgets upon direction from the Mayor/Council;
    - 1.5 full-time equivalents (unfunded; budgetary savings of $167,000); positions to remain vacant pending an identified funding source and workload justification.
  - Staffing compensation adjustments aimed at maintaining competitiveness in an inflationary labor market include:
    - Recent compensation adjustments:
      - July 1, 2021: Continuation of the annual performance-based merit program (3% on average) in an estimated cost of $1 million annually.
      - November 19, 2021: The following mid-year 2022 adjustments (combined) result in an estimated cost of $1.9 million annually.
        - Across-the-board 3% salary adjustment for all employees.
        - Additional across-the-board 10% salary adjustment for 911 personnel and sworn Police Officers to maintain market competitiveness in recruitment and retention.
    - Proposed compensation adjustments:
      - October 1, 2022: Increase in the annual performance-based merit program (4% on average) in a total estimated cost of $1.6 million. This figure is included within the departmental operating budgets.

DRAFT

GENERAL FUND SUMMARY

- July 1, 2022 (Operating Initiative): Salary compression adjustments in an amount totaling $825,000 annually (including taxes/benefits). Specifically, this initiative represents a continuation of the City's salary adjustment process and follows the recent adjustments related to maintaining competitiveness within the market. This phase is focused on adjusting internal compression issues within our pay structure to ensure we maintain a fair and equitable compensation plan for our employees. The forecasted cost reflects salary adjustments and those impacted benefit line items (e.g., FICA, pension, etc.). This funding will be added will be added to the departmental operating budgets upon direction from the Mayor/Council.

- Increase (6% or $1.1 million) in departmental maintenance and operations budgets (General Fund) that is experiencing unprecedented inflationary growth through our labor-intensive contracted services (e.g., landscaping services, janitorial services, etc.), material-intensive contracts (maintenance needs that utilize concrete, wood, technology items that utilize microchips, etc.), and basic commodities like fuel. Specific cost drivers include:
  - Labor-Intensive Contracts: The city's landscape maintenance contract (right-of-way) expired during FY 2022 and was rebid to a 69% increase in costs due primarily to explosive growth in labor rates experience by that market sector. This contract alone resulted in cost growth of $276,478 annually (last rebid 5-years ago). The city's landscape maintenance contract (parks) expired during FY 2022 and was rebid to a 47% increase in costs due primarily to explosive growth in labor rates experience by that market sector. This contract resulted in cost growth of $225,000 annually (last rebid 5-years ago). The city's labor-intensive contract costs will most likely continue to result in high growth-pressures over the next several years as our private-sector partners adapt to inflationary labor cost spikes (e.g., janitorial services, etc.).
  - Commodity-Intensive Activities: Grounds-Maintenance and Facility-Maintenance accounts represent budget-to-budget cost growth of $48,593 and $84,488 respectively due to large increases in commodity costs (e.g., steel, wood, concrete, etc.) and labor-rates (e.g., HVAC repair, etc.).
  - Fuel costs are forecast to grow 38% in FY 2023 (+$155,086) as economic growth continues and places upward pressure on demand relative to supply. Instability in Europe will further increase the volatility of fuel prices.

GENERAL FUND SUMMARY

- Travel/Training costs are forecast to grow 31% in FY 2023 (+$98,134) and reflect an adjustment following post-COVID lockdowns (which included a freeze on travel) as staff is able to seek professional development opportunities in a safe and efficient manner.
- IT Professional Service costs are forecast to grow 15% in FY 2023 (+$308,748) and represent a combination of service alterations to reflect: a more mobile-responsive workforce (forecasted growth of $80,000 in cloud storage usage); a more technologically secure infrastructure (forecasted growth of $65,000 for security scanning software, password storage software, etc.); prior-year initiatives (forecasted cost growth of $47,500 for eCourts [Municipal Court] and CityWorks Respond [Community Development]); and a reallocation of line-items previously paid from the Maintenance Contracts account that should be accounted for in the IT Professional Services account moving forward to ensure consistency and IT visibility ($111,700 for existing software services such as NOVAtime, Bonfire, OpenGov, DocuSign, etc.).

- The departmental operating capital/lease budget primarily represents funding for the city's capital lease obligations (fire trucks, police tasers, etc.) coupled with minor maintenance capital needs.
- Funding set aside for Operating Initiatives and/or additional Recurring Capital totals $1.7 million (net) and has been programmed into a non-allocated account within the General Fund. Recommended initiatives total $1.4 million and there is an additional capital requirement of $152,500 associated with these requests that is included within the Capital Initiative Requests for 2023. Residual appropriations total $330,000 and is available for funding additional Operating Initiatives and/or augmenting Recurring Capital.

  Operating Initiatives not recommended for funding total $1,462,500 and include capital investment requirements of $594,000.

  Please refer to the *Operating Initiatives Request* section of this document for detail of the requests

- Funding from the General Fund which is available for immediate capital investment in 2023 includes the following:
  - $12,639,800 Fund Balance for one-time capital;
  - 3,000,000 Recurring Capital Contribution from the General Fund

    $15,639,800

DRAFT

THE CITY OF
ALPHARETTA
GEORGIA

2 Park Plaza
Alpharetta, GA 30009

STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: 2021 BOND PROJECT - PARKS UPDATE

II. RECOMMENDATION:

This item is being presented for informational purposes only. No action is requested at this time.

III. REPORT IN BRIEF:

Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, will present an update on the 2021 Parks Bond Projects.

IV. ALTERNATIVES:

V. ATTACHMENTS:

2021 Park Bond Update Workshop

2021 Park Bond Update

Council Workshop

May 2, 2022

2021 Approved Bond Referendum Projects

1. **Mid-Broadwell Park**
   Bond Investment: $500,000

2. **Webb Bridge Park Soccer Field**
   Bond Investment: $1 Million

3. **Waters Road Park**
   Bond Investment: $1.25 Million

4. **Farmhouse Park**
   Investment: $2 Million

5. **Old Rucker Park**
   Bond Investment: $3 Million

6. **Union Hill Park**
   Bond Investment: $3.25 Million

7. **Wills Park Equestrian Center**
   Bond Investment: $5 Million plus $5 Million Equestrian Foundation match

8. **Wills Park Improvements**
   Bond Investment: $6 Million

9. **Alphaloop**
   Bond Investment: $7.5 Million

MID-BROADWELL PARK

PROJECT SCOPE

The project involves constructing the final elements of Mid Broadwell Park including development of a playground area, trails throughout the property, a limited parking area, and other amenities. The park's development is based on a plan that was developed through a community-driven process in 2019. Bond funds will be used to construct restrooms, trails/sidewalks, and parking and outfit the park with basic amenities such as trashcans and benches.

MID-BROADWELL PARK

Project Specifics:	
Project Phase	Design
Status	On schedule.
Target Completion of Phase	6/24/22
Current Activity	Pond & Company is working on preparing the 90% submittal plans. Plans are anticipated to be delivered to the City on April 8, 2022.
Recent Milestone	Submittal of 90% plans on April 8, 2022.
Next Milestone	Submittal of 100% plans on May 13, 2022
Outstanding Item(s)	None
Designer	Pond & Company

THE CITY OF ALPHARETTA

POND

APRIL 2022

MID BROADWELL PARK

CITY OF ALPHARETTA

1. PARKING LOT - PERMEABLE PAVERS
2. ADA CONCRETE SIDEWALK
3. EVERGREEN SCREEN
4. EXISTING RESTROOM
5. NATURE-THEMED PLAYGROUND
6. WATER PLAY ELEMENT
7. PICNIC TABLE UNDER SHADE STRUCTURE
8. SWING BENCH
9. BENCH
10. SLATESCAPE TRAIL
11. SLATESCAPE NATURE PLAY TRAIL - ADA ROUTE
12. OPEN PLAY LAWN

WEBB BRIDGE PARK SOCCER FIELD

PROJECT SCOPE

This project will resurface the upper soccer field at Webb Bridge Park, replacing the existing natural grass with artificial turf. During the last soccer season 60% of the practices and games that were scheduled on this field were cancelled due to wet conditions while only 10% of scheduled events on the lower soccer field, which has artificial turf, had to be cancelled. Converting the upper field to artificial turf would greatly improve the playability, usage, and athletic experience for the Alpharetta soccer program.

WEBB BRIDGE PARK SOCCER FIELD

Project Specifics:	
Project Phase	Design
Status	On schedule.
Target Completion of Phase	To be determined.
Current Activity	City staff is preparing an RFP for design services.
Recent Milestone	The City's on-call survey firm delivered a survey of the property to be used by the design team on February 18, 2022.
Next Milestone	An RFP for design services is anticipated to be released after final Geotech Study review.
Outstanding Item(s)	Final Geotechnical Study Results
Designer	To be determined.

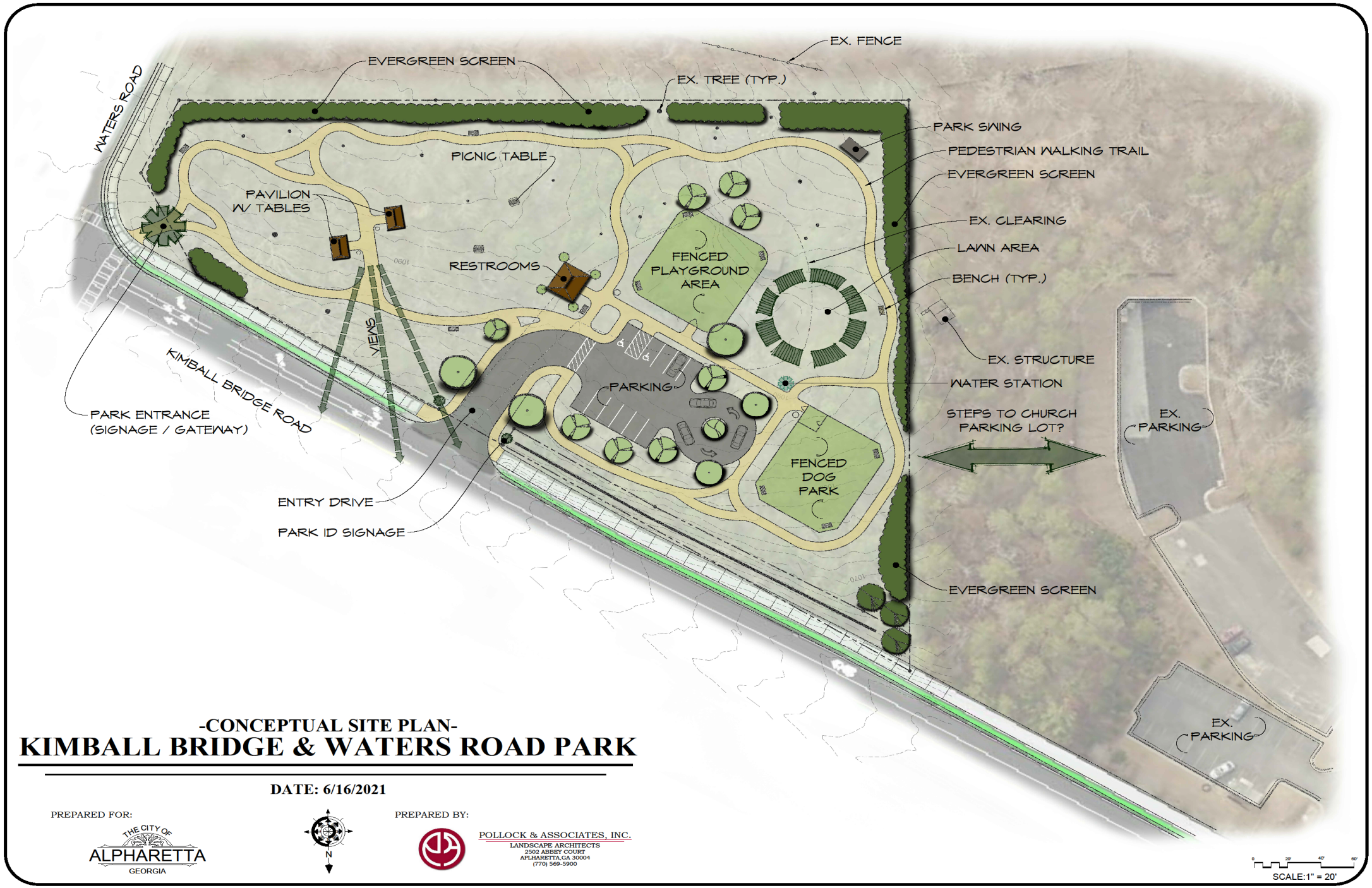
WATERS ROAD PARK

PROJECT SCOPE

Waters Road Park will be located on a 1.6-acre parcel of land located near the intersection of Waters Road and Kimball Bridge Road. The project as proposed includes the creation, with public input, of a design plan and development of the land for use as a passive park space. Such passive park areas are commonly developed to include parking, designed play areas, restrooms, trails, pavilions, and park amenities such as benches and trash receptacles as appropriate to the size of the property and character of the area in which the site is located.

WATERS ROAD PARK

Project Specifics:	
Project Phase	Design
Status	On schedule.
Target Completion of Phase	To be determined.
Current Activity	Staff is investigating the possibility of utilizing Sourcewell for the design & construction of this project.
Recent Milestone	The City's on-call survey firm delivered a survey of the property to be used by the design team on February 18, 2022.
Next Milestone	Provide project narrative provide through Sourcewell
Outstanding Item(s)	None
Designer	To be determined.



-CONCEPTUAL SITE PLAN-

KIMBALL BRIDGE & WATERS ROAD PARK

DATE: 6/16/2021

PREPARED FOR:

THE CITY OF ALPHARETTA GEORGIA

PREPARED BY:

POLLOCK & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
2502 ABBEY COURT
ALPHARETTA,GA 30004
(770) 569-5900

WATERS ROAD PARK
PUBLIC INPUT

What activities do you see you and your family doing in this future park space? (up to 3)

Mentimeter

FARMHOUSE PARK

PROJECT SCOPE

The 5.36-acre Farmhouse Property is the site of the original settlement that became present day Alpharetta and has been acquired by the City and slated for a “heritage park.” Currently, the property has not been master planned to determine the best way to make the historic site available for public use. The completion of necessary surveys and engineering assessments will determine what features can be developed.

FARMHOUSE PARK

Project Specifics:	
Project Phase	Survey
Status	On Schedule
Target Completion of Phase	To be determined
Current Activity	Surveyor was released on March 30, 2022 to begin work. Survey is anticipated to be complete by May 13, 2022.
Recent Milestone	None
Next Milestone	Completion of survey May 13
Outstanding Item(s)	None
Designer	To be determined

OLD RUCKER ROAD PARK

PROJECT SCOPE

The proposed project involves the design of the remaining 7.5 acres and the construction and installation of the trails, restrooms, and amenities necessary for the property to be a functional passive park space.

OLD RUCKER ROAD PARK

Project Specifics:	
Project Phase	Design Procurement
Status	On schedule.
Target Completion of Phase	To be determined.
Current Activity	City staff is preparing an RFP for design services.
Recent Milestone	The City's on-call survey firm delivered a survey of the property to be used by the design team on February 18, 2022.
Next Milestone	An RFP for design services was released on April 14, 2022.
Outstanding Item(s)	None
Designer	To be determined.

Old Rucker Park

700 Old Rucker Road, Alpharetta, GA

Draft Master Plan

March 2021

OwensEnvrio entaDI esign

ANALYSIS • PLANNING • LANDSCAPE ARCHITECTURE

UNION HILL PARK

PROJECT SCOPE

This project will recreate Union Hill Park as a recreational and gathering space that better meets the needs of current and future Alpharetta residents. The process began with an intensive public engagement and visioning program to determine what elements the new Union Hill Park should include and how to tie those elements together into a cohesive park space. From that concept, engineering and construction plans would be created and the site redeveloped.

UNION HILL PARK

Project Specifics:	
Project Phase	Design Procurement
Status	On schedule.
Target Completion of Phase	To be determined.
Current Activity	City staff is preparing an RFP for design services.
Recent Milestone	The City's on-call survey firm delivered a survey of the property to be used by the design team on February 18, 2022.
Next Milestone	An RFP for design services released on April 14, 2022.
Outstanding Item(s)	None
Designer	To be determined.

KEY:
A: GREENWAY TRAIL CONNECTION OPTIONS
B: RENOVATED EVENT SPACE
C: CISTERN / STORMWATER MANAGEMENT
D: ROUND-ABOUT PARKING
E: ACTIVITY AREA
F: NATURE TRAIL
G: TRAIL HEAD
H: RAIN GARDEN / STORMWATER MANAGEMENT
MCGINNIS FERRY ROAD
UNION HILL ROAD
LITTLE PINE TRAIL
A.1
A.2
B
C
D
E.1
E.2
F
G
H
TSW
UNION HILL PARK : CONCEPT
Scale: 1" = 50'
0' 25' 50' 100'
N
02/4/2022

UNION HILL PARK
Public Input

What activities do you see you and your family doing at this park once it is complete?

Mentimeter

34

WILLS PARK EQUESTRAIN CENTER

PROJECT SCOPE

This project will begin implementation of the Equestrian Center Master Plan by replacing all the existing barns on site with new horse barns for a total of 380; renovating the three existing arenas to include improved drainage and erosion control, new footings, new fencing and new lighting; improving drainage and stormwater management; and improving access to the barns and to the arenas.

WILLS PARK EQUESTRAIN CENTER

Project Specifics:	
Project Phase	Design Procurement
Status	On schedule
Target Completion of Phase	To be determined.
Current Activity	RFP for design services.
Recent Milestone	A design scoping meeting was held on March 21, 2022.
Next Milestone	A RFP for design services advertised on April 7, 2022.
Outstanding Item(s)	None
Designer	To be determined.

WILLS RD
1 NEW EVENT PAVILLION AND SHOW OFFICE
2 NEW BARNS AND WASHRACKS
3 NEW OUTDOOR ARENA AND SCHOOLING AREA
4 RENOVATED EXISTING COVERED ARENA
5 RENOVATED EXISTING SCHOOLING ARENA
6 RENOVATED EXISTING ARENA
7 NEW GUEST PAVILLIONS
8 NEW OUTDOOR STADIUM SEATING
9 NEW PARKING AREA
10 NEW ROUND PEN LOCATION
11 TRAILER PARKING
12 NEW MAINTENANCE BUILDING
Wills Park
EQUESTRIAN FOUNDATION
THE CITY OF
ALPHARETTA

WILLS PARKS IMPROVEMENTS

PROJECT SCOPE

In 2019 the City adopted the Wills Park Master Plan, an effort to bring all the park elements together and make it a more cohesive place that feels special and unique. The goals of the plan are to unite the various park facilities, identify key facility improvements, and strengthen connections to nearby neighborhoods.

Bond Project List:

1. The Gateways at Roswell Street, Wills Road, Equestrian
2. The Pedestrian Spine
3. Wacky World Playground Replacement
4. Wacky World Restroom Construction
5. Waggy World Renovations

WILLS PARKS IMPROVEMENTS

Project Specifics:	
Project Phase	Design Procurement
Status	On Schedule
Target Completion of Phase	To be determined.
Current Activity	Due to a lack of response, the first RFP for design services was canceled. Staff developed a revised qualifications-based RFQ procurement. TSW is working on the architectural design of the Wacky World restroom. TerraMark is working on a boundary and partial topographic survey of the park.
Recent Milestone	City Council approved TerraMark's proposal for a boundary and partial topographic survey of Wills Park on March 21, 2022.
Next Milestone	An RFQ for design services advertised on April 7, 2022. Completion of architectural plans for Wacky World restroom on April 29, 2022. Completion of Survey by June 17, 2022.
Outstanding Item(s)	None
Designer	TSW (Architectural, Wacky World Restroom)

CLUB PAVILION
UPGRADE ENTRY
UPGRADED ENTRY
Old Milton Parkway
UPGRADE ENTRY
ELEVATED WALKWAY WITH BLEACHERS
CONNECT TO RUCKER ROAD BIKE LANE
GATEWAY
STORMWATER SHOWCASE
TENNIS COURTS
BATHROOM
STORMWATER SHOWCASE
PARKING EXPANSION (+/- 70 SPACES)
POOL
MANSELL HOUSE & GARDEN
OVERLOOK TERRACE WITH BATHROOM UNDERNEATH
MAIN TRAIL
BIKE PATH
ALTERNATIVE BIKE PATH
UPGRADED PAVILION + BATHROOM
WACKY WORLD
T-BALL FIELDS
PARKING
DISC GOLF
IMPROVED ACCESS TO TENNIS
PEDESTRIAN SPINE
BALL FIELD
BALL FIELD
EXPANDED DOG PARK
PARKING
BATHROOM
PICNIC AREA
PAVILION
PEDESTRIAN SPINE
THE PLAY LAWN
COMMUNITY CENTER EXPANSION
GATEWAY
BALL FIELDS
CENTRAL LAWN
PAVILION
PEDESTRIAN SPINE
PARKING
PLAYGROUND
BRIDGE
50' Protected Stream Corridor
UNPAVED TRAIL
MAIN TRAIL
DISC GOLF
STORMWATER SHOWCASE
BALL FIELD
BALL FIELD
THE GROVE
BASKETBALL COURTS
Roswell Street
PARKING
COMMUNITY GARDEN
DISC GOLF
BRIDGE
50' Protected Stream Corridor
UNPAVED TRAIL
BRIDGE
PLAYGROUND
STREAM RESTORATION
PLAZA
CONNECT TO ALPHA LOOP
DISC GOLF
FAMILY BIKE PATH
UNPAVED TRAIL
FOREST
EQUESTRIAN CENTER
MAIN TRAIL
GATEWAY
125
250
500
750
1,000

Wacky World Restrooms

Wills Park Restroom

for: City of Alpharetta

by: TSW

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STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers
Sponsored By:
Meeting Date: May 2, 2022

I. AGENDA ITEM TITLE: STREET PERFORMER PERMIT APPLICATION AND PROGRAM

II. RECOMMENDATION:

This item is being presented for informational purposes only. No action is requested at this time.

III. REPORT IN BRIEF:

This item was presented and discussed at the Cultural Arts Commission meeting on March 22, 2022. The Commission unanimously voted to forward this application to City Council for review and discussion during an upcoming City Council workshop (Vote 7-0).

IV. ALTERNATIVES:

V. ATTACHMENTS:

Street Performer Policy - DRAFT

DRAFT as of 3_14_22
(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

Street Performer Policies
Temporary Use of Public Right-Of-Way

Purpose
Street performances establish public entertainment areas to enhance the quality of community life and the ambience of the City of Alpharetta. Allowing for the regulated use of the public right-of-way for such Street Performers, therefore, should be permitted; provided, however, that Street Performers do not interfere with residents' reasonable quality of life, disturb business activity, or compromise public safety.

Definitions
Street Performer. An individual who performs balloon twisting, card tricks, clowning, comedy, contortions, dance, singing, juggling, magic, mime (including living statue performances), musical performances, puppeteering, street art, or other similar such activity. The term Street Performer also includes artists and crafters, where the work of such persons is performed while the artist or crafter is situated within the public right-of-way pursuant to this policy.

Street Performance. The act of performing in public places, oftentimes, but not determinatively so, for gratuities. The term street performance also includes busking.

Handmade Items -Merchandise that is made entirely by the labor of a Street Performer and in real-time on the street (including live paintings, balloon art and other such on-site non-editable creations). Such merchandise shall not include any finished products bought for resale, or any perishable or edible merchandise.

Identification Badge - A badge that serves to identify the person wearing it. A Street Performers' identification badge serves as a permit to perform. In reference to this policy, "Identification Badge" and "Permit" will be used interchangeable.

Performance Location - An entertainment zone is an approved area for one Street Performer. A badge that serves to identify the person wearing it. A Street Performers' identification badge serves as a permit to perform in an entertainment zone. In reference to this policy, "Entertainment Zone" and "Approved Area" will be used interchangeable.

Application

DRAFT as of 3_14_22

(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

Any person desiring to use the public right-of-way for street performance purposes shall first apply for and obtain a permit from the City of Alpharetta.

1. All applicants shall attach a copy of a current state-issued identification card or driver's license.
2. The applicant will be required to demonstrate his/her art, craft, or performance by submitting a video click via _____ ***(TBD by Producer & Staff)*** for review by City staff.
3. Applications are accepted online and bi-monthly on Wednesdays (except City holidays)
4. Applicants shall allow 1-2 weeks for the application to be processed.
5. Applications may be denied for any of the following reasons: (1) Outstanding citations or violations from the City of Alpharetta; (2) Incomplete Application and/or Fees; (3) Previous Identification Badge holders with a suspended or revoked badge due to violations or disorderly conduct for the term of the suspension or revocation (see Violations & Penalties below); (4) Number of Street Performers has reached full capacity; program is in a test phase and at any time the City of Alpharetta may place a hold on accepting additional applications.

Fees

Street Performer Identification Badge Fee: $50 per year
Replacement Badge Fee: $20 each occurrence
All fees must be made payable to the "City of Alpharetta". No street performer permits will be issued until the appropriate fee has been remitted.

Identification Badge

Once the application has been approved, the applicant shall be issued a permit in the form of an identification badge. The badge will contain the following information:
1. Performer's name; 2. Photograph of the performer; 3. Performance classification; 4. Date of Issuance 5. Expiration date; and 6. The signature of an authorized City representative.

Performers shall have their identification badge visibly always displayed or on their person they are engaged in street performances within the City's right-of-way. Identification Badges are property of the City of Alpharetta and can be revoked for violations. All Street Performers must have their city permitted Identification Badge to play in the approved entertainment zones.

Permit Term

Permits expire on _____ ***(TBD by Producer & Staff)*** of each year.

DRAFT as of 3_14_22
(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

No new permits may be issued between October 31 and December 31 ***(TBD by Producer & Staff)***

Minors

Any applicant under the age of 18 must have a parent or legal guardian present when submitting the application package. Parents or legal guardians must present a signed letter of consent at the time of application. All permitted minors must always have a parent or legal guardian present they are performing on the public right-of-way.

Cleanliness

Street Performers shall keep the area in which they perform, to include areas immediately adjacent thereto, clean, and free from any litter or debris that may be generated because of or otherwise associated with their performance. This includes refuse left by patrons and onlookers. Street Performer may kindly ask audience to take their refuse to the trash at end of performance.

No permit holder shall dispose of any trash or material in City of Alpharetta trash receptacles such as plastic, liquids, perishable items, etc. Performers must provide their own waste bag to dispose of offsite any trash or material created by performer (i.e.- balloon pieces from a balloon artist).

Permitted Areas

Reference Street Performer Map issued with your permit. Some locations may not be applicable during certain times of the year due to but limited to festivals, construction, brick and mortar business use of location for extended promotions, or any unforeseen circumstances.

Location - Street Performances shall be limited to the following locations: Explain locations In More Detail or install numbers on metal plates at the locations. ***(TBD by Producer & Staff)***

1. City Hall Steps
2. Commerce Street by fence next to sidewalk
3. Town Green (on sidewalk on benches)
4. Shade Garden near Holmes & Citizen Soul OR out front by Main Street
5. Market Street Park / Oval Green at Central City Tavern
6. Old Roswell St / Oak Tree behind Smokejack / Food Truck takes place
7. Corner at Milton & Old Roswell St
8. North Main Street Park
9. Teasley Fountain

10. Coalition

ADA Guidelines - All Street Performers must follow ADA Guidelines at all locations. Street Performer must be knowledgeable with ADA Guidelines and implement these all locations where their performances take place.

Restrictions

Conflicting Events – Permitted Street Performers shall yield to ALL scheduled, permitted Special Event Permitted locations. Special Event Permits supersedes Street Performer Permits and all permission for the street performer locations falls under the Special Event Permit for request and approvals.

Prohibited Materials- Street Performers shall not use, display, or incorporate into their performances any knives, swords, torches, open flames, axes, saws, firearms, or any other hazardous material, equipment, chemical, or object that can cause serious bodily harm to a person.

Animals- Street Performers shall not include animals in their performances, other than for legitimate ADA purposes.

Noise- No amplified sound is permitted.

Personal Conduct - No vulgar, lewd, or obscene dress or behavior will be tolerated.

Distance Requirements

1. At no time shall there be more than two sound emitting street performers within sight and hearing of each other at the same time.
2. At no time shall there be more than one sound emitting Street Performer in any area at the same time. Street Performances shall not exceed TWO consecutive hours, including performance breaks. After two hours in one approved area performer must relocate to another approved area.
3. Any Street Performer who emits sound shall maintain a distance of at least 200 feet from any other sound emitting Street Performer.
4. Artists and non-sound omitting performers shall maintain at least 100 feet of separation from any other artist or crafter.
5. No street performer shall be on the stage in Brooke Street Park, any rental, or private facility.

Display of Merchandise

(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

Displays shall be no larger than three feet in length, width, and height whether on the ground or atop a table. All merchandise shall be restricted to one tier. No artisanal or crafting display may be left unattended for more than fifteen minutes. Displays left unattended for more than fifteen minutes may be considered abandoned and subject to removal by the city. No street performer shall display art or merchandise on public benches, monuments, buildings, etc.

Removal

Any display or other material associated with a Street Performer or a Street Performance that: interferes with vehicular traffic, pedestrian traffic or public amenities; obstructs the right-of-way; contains lewd or obscene material; or is otherwise dangerous or damaging to public property; or conflicts / competes with an adjacent bricks and mortar business shall be removed immediately upon the request of any authorized City representative.

Hours of Operation

In accordance with City of Alpharetta Ordinances, all street performers must abide by noise, sound level limitations, and hours of the parks for each permitted area / location.

Violations & Penalties

Suspension of Permit - Where a Street Performer is found to be in violation of the provisions of this policy, his/her permit will be subject to the following penalties, which may not be waived or reduced, and which may be combined with any other legal remedy available to the City:

1. First violation: *Suspension of permit.* Maximum 30-day suspension of Street Performer permit.
2. Second violation within the preceding 12 months: *Suspension of permit.* Maximum 60-day suspension of Street Performer permit.
3. Third violation within the preceding 12 months: *Revocation of Permit*. Street Performer permit shall be revoked. Such performer shall be ineligible to receive a permit for one year following the date of the third offense.

Upon violation, a City Staff Member and/or Police Officer will confiscate the City issued identification badge from the street performer; inform the street performer of the number of days the City issued identification badge will be suspended; and deliver it to the Office of Cultural Services Division. City Staff will inform the street performer where and when they may reclaim their city issued identification badge.

Disorderly Conduct - Any Street Performer specifically found to be in violation of the City's Alcoholic Beverage Ordinance while engaged in a Street Performance or otherwise

within the public right-of-way pursuant to a permit issued under this policy shall be subject to immediate permit suspension for a period of 30 days for a first offense. For a second offense under this subsection within a rolling twelve-month period the Street Performer's permit shall be revoked and he/she shall not be eligible to reapply for a period of five years.

Performing without a Permit - Any person who engages in street performing activity, as defined by this article, without first applying and obtaining a permit will be asked to leave and apply for a permit. They are not allowed to engage in street performing until a permit is received.

Counterfeit Permits - Any person found with a counterfeit permit will have counterfeit permit
Confiscated and could be charged with violation.

THE CITY OF
ALPHARETTA
RECREATION PARKS &
CULTURAL SERVICES

STREET PERFORMER TEMPORARY USE APPLICATION

About this Application

DRAFT as of 3_14_22

(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

Any person desiring to use the public right-of-way for Street Performance purposes shall first apply for and obtain a permit from the City of Alpharetta. Street performances constitute public amenities that enhance the vibrancy, vitality, and ambience of the City of Alpharetta. Allowing for the regulated use of the public right-of-way for such performances, should be permitted; provided, however, that performers do not interfere with residents' reasonable quality of life expectations, disturb business activity, or compromise public safety.

Any applicant under the age of 18 must have a parent or legal guardian present when submitting the application package. Parents or legal guardians must present a signed letter of consent at the time of application. All permitted minors must always have a parent or legal guardian present they are performing on the public right-of-way.

**Group permits are not available. Groups are defined as more than one street performer at one location.*

What You Will Need to Complete New and Renewal Permit

1. Completed Application with the true, lawful, and complete name, contact number, and address of the applicant.
2. Color Photo head shot taken at time of application or in the last six months. ***(TBD by Producer & Staff)***
3. Demonstrate his/her art, craft, or performance for review by City staff.
4. Permit Fee
    a. Street Performer Identification Badge Fee: $50 per year
    b. Replacement Badge Fee (if lost or stolen): $20 each occurrence
    c. All fees must be paid by money order made payable to the City of Alpharetta ***(TBD by Producer & Staff).*** No street performer permits will be issued until the appropriate fee has been remitted.
5. Valid State- Issued ID (Driver's License, ID card, Passport, etc.)

How to Complete the Process

1. Applications will be accepted once a month _____: in Person 9am-12pm the first Wednesday of the month; or by Mail, except City holidays: ***(TBD by Producer & Staff)***

    Alpharetta Arts Center 238 Canton Street, Alpharetta, GA 30009
    Attention: Street Performer Application / Cultural Services
2. Applicants shall allow 4 weeks for the application packet to be processed. You will receive and email when your badge is ready.

DRAFT as of 3_14_22

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City Representative Contact Information / Producer

(TBD by Producer & Staff)

Permit / Badge

1. Applications may be denied for any of the following reasons:
    a. Outstanding citations or violations from the City of Alpharetta regarding street performance.
    b. Previous Identification Badge holders with a suspended or revoked badge due to violations or disorderly conduct for the term of the suspension or revocation.
2. Permit / Badge contains performer's name; photograph of the performer; performance classification; date of issuance; expiration date; and signature of an authorized City representative.
3. Permit Term
    a. Permits expire on _____ *(TBD by Producer & Staff)*
    b. No permits may be issued between September 1 and December 31.
4. See Street Performer Policy for more detailed information.

Street Performer Applicant Details

First Name _____ Last Name _____

Phone _____

Cell (To reach you at performance location_____

Email _____

Date of Birth _____

Home Address

_____

Mailing Address (if different from home address)

_____

DRAFT as of 3_14_22

(TBD by Producer & Staff) REFERENCES DETAILS IN THE APPLICATION WILL BE FINALIZED UPON PROCURING A PRODUCER / VENDOR FOR THE PROGRAM

Were you issued a permit in the prior calendar year? Yes No Revoked
(If revoked please explain)

_____

_____

Describe the type of performance:

_____

_____

Give two examples of your performance via video, YouTube, Instagram, etc.:

_____

Parental/Guardian Consent Details (if applicant is under 18)

I (print name) _____ hereby consent to my child (print name) _____ performing as a street performer in the City of Alpharetta. I understand that: 1- City of Alpharetta provides no supervision of Street Performers under the age of 18 years; and 2- Street Performers under the age of 18 are subject to the City of Alpharetta Street Performance Policy.

Parent/Guardian Address (print):

_____

_____

Parent/Guardian Name (print)

_____

Parent/Guardian Signature Date

Please provide a copy of Parent/Guardian state issued driver's license or ID

Rules and Regulations

I, the undersigned, declare that I have read all rules and regulations below:

1. I know I must vacate locations 10pm each day.
2. I am aware that performances are limited to two hours. After two hours, I must relocate to a new spot.
3. I am aware that I am not allowed to perform in non-approved areas.
4. I am aware that I am not allowed to perform on stage at Brooke Street Park.

5. I will not interfere with the flow of pedestrian traffic at a crosswalk, building entrance, private patio, curb or entrance into a business or dining area.
6. I will comply with the City's noise ordinance, and I know I am responsible for all needed equipment, special needs, parking, set-up, etc.
7. I am aware no street performer shall display art or merchandise on public benches, monuments, buildings, etc.
8. I am aware that at no time shall there be more than two street performers in a square at the same time.
9. I am aware that my permit will expire on December 31, 2020. ***(TBD by Producer & Staff)***
10. I know that the use of profane, indecent, abusive or threatening language or behavior constitutes acts of harassment against the public peace and can result in denial or revocation of a permit.
11. I am aware that all transfer of merchandise must be done for donation only, that I may not set or display a price at any time.
12. I will display have my Street Performance identification badge visibly always displayed or on my person when engaged in street performances within the City's right-of-way. I will make my identification badge available for inspection by all authorized City of Alpharetta Staff or Police Officers upon request and follow any lawful direction issued by that officer.
13. I will not create a threat to public safety, whether real or perceived.
14. (Minors Only) I am aware all permitted minors must always have a parent or legal guardian present they are performing on the public right-of-way.
15. I have received and read the City of Alpharetta Street Performance Policy and agree to be bound by the conditions contained in the Policy.

_____

Applicant Name (please print)

_____

Applicant Signature Date