



CITY COUNCIL MEETING & PUBLIC HEARING SEPTEMBER 19, 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 8/22/2022)
 - B. Special Called City Council Meeting Minutes (Meeting of 9/1/2022)
 - C. Alcoholic Beverage License Applications
 - 1. PH-22-AB-23 Buffalo Key West Connection, LLC
d/b/a Creation Social House
11500 Webb Bridge Way #A7, Alpharetta, GA 30005

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: Buffalo Key West Connection, LLC
Registered Agent: Joseph Rampino
 - 2. PH-22-AB-24 Arnold Mill Ventures, LLC
12335 Arnold Mill Road, Alpharetta, GA 30097

Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales
Owner: Arnold Mill Ventures, LLC
Registered Agent: Shaheen Bijani
 - 3. PH-22-AB-25 Ramen Spot GA, LLC
d/b/a Ramen Spot
7300 North Point Parkway, Suite 102, Alpharetta, GA 30022

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: Ramen Spot GA, LLC
Registered Agent: Ben Yi Zhang
 - 4. PH-22-AB-26 Lazy Dog Colorado OPS, LLC
d/b/a Lazy Dog Restaurant & Bar
10800 Haynes Bridge Road, Alpharetta, GA 30022

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: Lazy Dog Colorado OPS, LLC

Registered Agent: Michael Sard

5. PH-22-AB-27 Sid's Pizza and Grill, LLC
11770 Haynes Bridge Road, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine, & Sunday Sales
Owner: Sid's Pizza and Grill, LLC
Registered Agent: Sharon Kurnett

6. PH-22-AB-28 Phillips Brothers Hospitality Group, Inc.
d/b/a Mercantile Social
20 North Main Street, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales
Owner: Phillips Brothers Hospitality Group, Inc.
Registered Agent: Mark Phillips

- D. FY2023 Law Enforcement Training Program Grant
- E. Approval of the Permanent Easement and Maintenance Agreement between Berberian Properties, LLC and the City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents
- F. Approval of Conflict Waiver between the City of Milton and the City of Alpharetta, Georgia for the purposes of preparing an Intergovernmental Agreement with respect to the housing of inmates at the Alpharetta Jail
- G. Right of Entry, Indemnification and Maintenance Agreement between Pappas Restaurants, Inc. and the City of Alpharetta
- H. **LOST Intergovernmental Agreement: Cost Sharing**
Approval of an Intergovernmental Agreement by and among City of Alpharetta, Georgia, City of Atlanta, Georgia, City of Chattahoochee Hills, Georgia, City of College Park, Georgia, City of East Point, Georgia, City of Fairburn, Georgia, City of Hapeville, Georgia, City of Johns Creek, Georgia, City of Milton, Georgia, City of Mountain Park, Georgia, City of Palmetto, Georgia, City of Roswell, Georgia, City of South Fulton, Georgia, and City of Sandy Springs, Georgia for sharing of certain costs related to Local Option Sales Tax Negotiation with Fulton County, Georgia.

V. PRESENTATIONS & PROCLAMATIONS

- A. Constitution Week 2022

VI. PUBLIC HEARING

- A. **MP-22-03 / Z-22-05 / CU-22-02 / V-22-07 / North Point Redevelopment**

DEFERRED: This item has been deferred by the applicant and will not be presented, heard, or discussed during this meeting. This item has been placed on the November 7, 2022 City Council Meeting & Public Hearing agenda.

Consideration of a master plan amendment, rezoning, conditional use and variances to allow for the demolition of approximately 464,000 square feet of the existing mall including 2 anchor boxes and redevelopment with 315,700 square feet of new retail, restaurants and creative office, 120,000 square feet of office, 150-room hotel, 900 'For-Rent' units, 36 'For-Sale' townhomes, and approximately 19 acres of open space on 83.67 acres. A master plan amendment is requested to the North Point Mall Master Plan to modify development regulations. A rezoning is requested from PSC (Planned Shopping Center) to MU (Mixed Use) and a conditional use is requested to allow Dwelling, 'For-Rent', Dwelling, 'For-Sale' Attached, and to increase the

allowable density. Variances are requested to increase building height and encroach into the Georgia 400 buffer for the MARTA BRT and multi-use trail. The property is located at 1000 North Point Parkway, 4500 North Point Place, 0 & 5000 North Point Drive, 2000 & 6000 North Point Circle, and 0 Rock Mill Road and is legally described as being located in Land Lots 688, 689, 700, 701, 702, 742 & 743, 1st District, 2nd Section, Fulton County, Georgia.

B. PH-22-10 / Unified Development Code (UDC) Text Amendment - Banner Signs - *Public Hearing & First Reading*

Consideration of text amendments to the Unified Development Code related to banner signs and allowing the Director of Community Development to approve an extension to the period of time that a business may display a banner sign when the business has frontage on a road that is under construction.

VII. NEW BUSINESS

A. Citywide Security Systems: Badge Access Systems

B. Acceptance of the 2022 Fulton County Arts & Culture Grant Award

VIII. PUBLIC COMMENT

IX. REPORTS

X. EXECUTIVE SESSION

XI. ADJOURNMENT



STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 8/22/2022)

II. RECOMMENDATION:

Approve the Council meeting minutes from August 22, 2022 at 6:30 p.m. 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:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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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 August 22, 2022 at 6:30 p.m.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 8.22.2022



City Council Meeting & Public Hearing AUGUST 22, 2022

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This unofficial 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. This is not an official record of the Alpharetta City Council Meeting proceedings. City Council Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

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
- Donald F. Mitchell
- Douglas J. DeRito
- Brian Will
- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Randy Bundy, Director of Information Technology
- Tom Harris, Director of Finance

- Adam Montgomery, Information Security Manager
- Eric Graves, Senior Transportation Engineer / Planner
- Kurt Kirby, Projects Manager

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Alpharetta High School – Georgia High School Association Directors Award

- Presentation of the Directors Cup to Alpharetta High School for the best overall record in all sports.

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8/15/2022)

B. Alcoholic Beverage License Applications

1. PH-22-AB-22 Majestic Sky. LLC d/b/a Sorella Vicina
35 Milton Avenue, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Liquor, Beer, Wine, & Sunday Sales
Owner: Majestic Sky, LLC
Registered Agent: Richard Decker

C. Financial Management Report: Month Ending June 30, 2022

- ❖ Council Member Hipes offered a motion to approve the Consent Agenda.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

VI. PUBLIC HEARING

A. PH-22-09 / Chipotle Redevelopment

Consideration of a change to previous conditions of zoning to allow a former restaurant building with drive-through to be re-used for a Chipotle restaurant with drive-through. The property is located at 3900 Brookside Parkway and is legally described as being located in Land Lots 50 & 83, 1st District, 1st 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-22-09 Chipotle Redevelopment/Brookside Master Plan Pod D, subject to the following conditions:

~~1. Property shall be developed substantially in accordance with submitted plan prepared by CESO, dated 7/16/2020, except for modifications required to comply with the conditions below. Removed.~~

- ~~2. Add 'Clinic' as a permitted use in Pod D of the Brookside Master Plan at 3900 Brookside Parkway. Removed.~~
- ~~3. 'Clinic' use shall be limited to an urgent care clinic only. Removed.~~
4. Exterior building modifications shall require final approval by the DRB. Existing brick shall remain and shall not be painted, primary colors shall not be visible on the exterior of the building and glass shall not extend to the ground.
 5. Prior to a Certificate of Occupancy, developer shall address drainage issues resulting from a clogged inlet at the southwest corner of the property, as approval by Staff.
 6. Pedestrian access shall be provided from the building to an adjacent public sidewalk, including striping through the parking lot, as approved by Staff.
 7. If necessary, additional right-of-way shall be provided along Old Milton Parkway and Brookside Parkway for future sidewalk enhancements and roadway improvements. Additional right-of-way shall not impact existing parking and landscaping on the property.
 - ~~8. Drive through facilities shall be completely removed, including drive through window and impervious areas associated with the drive through lane. Former drive through area shall be landscaped with trees, shrubs and ground cover, as approved by DRB. Removed.~~
 9. Developer shall assess and replace dead, dying or missing landscape material, including missing trees in the landscape strip along Old Milton Parkway and at the corner of Old Milton Parkway and Brookside Parkway. Corner of Brookside Parkway and Old Milton Parkway shall be heavily landscaped with ornamental plantings.
 10. Developer shall provide the required bicycle racks.
 11. Building, site and landscape plans shall be subject to review and approval by the DRB.
- The applicant, GPD Group, is requesting a change to previous conditions of zoning to allow Chipotle Mexican Grill to re-use a former Arby's restaurant with drive-through. A master plan amendment was approved on the property in 2020 to add 'Clinic' as a permitted use in Brookside Master Plan Pod D for Advanced Care Medical. Previous conditions of zoning required that the drive-through facilities to be removed for the 'Clinic' use; however, the urgent care clinic is no longer proposed at the subject property. The subject property is located at 3900 Brookside Parkway at the southwest corner of Old Milton Parkway and Brookside Parkway.
 - According to the applicant, Chipotle's pickup window does not operate as a traditional drive-through. The window is to serve customers who have previously ordered (online, app, etc.) and are picking up their order. No ordering will be allowed through the pickup window.
 - Staff has reviewed the proposal and finds that it can generally support the request for changes to previous conditions of zoning. The condition requiring removal of the drive-through facilities was placed on the property due to the 'Clinic' not using the drive-through facilities. The subject property was previous approved and used as a restaurant with drive-through. Under the Chipotle Mexican Grill business model, the drive-through will serve customers that have completed an online order.

- 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 July 13, 2022. There were no public comments.
- William Latta (with GPD Group) came forward to speak on behalf of the applicant.

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion approve PH-22-09 / Chipotle Redevelopment, subject to the following conditions:
 1. Exterior building modifications shall require final approval by the DRB. Primary colors shall not be visible on the exterior of the building and glass shall not extend to the ground.
 2. Prior to a Certificate of Occupancy, developer shall address drainage issues resulting from a clogged inlet at the southwest corner of the property, as approval by Staff.
 3. Pedestrian access shall be provided from the building to an adjacent public sidewalk, including striping through the parking lot, as approved by Staff.
 4. If necessary, additional right-of-way shall be provided along Old Milton Parkway and Brookside Parkway for future sidewalk enhancements and roadway improvements. Additional right-of-way shall not impact existing parking and landscaping on the property.
 5. Developer shall assess and replace dead, dying or missing landscape material, including missing trees in the landscape strip along Old Milton Parkway and at the corner of Old Milton Parkway and Brookside Parkway. Corner of Brookside Parkway and Old Milton Parkway shall be heavily landscaped with ornamental plantings.
 6. Developer shall provide the required bicycle racks.
 7. Building, site and landscape plans shall be subject to review and approval by the DRB.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

VII. OLD BUSINESS

A. PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay District – *Second Reading*

Consideration of adding a Building Height definition within Unified Development Code Section 1.4 Definitions. An overlay for residential development located within the Meadowbrook Hills, Milton Estates and Stone Gate Manor subdivisions will also be considered as an addition to the Unified Development Code that includes regulations

regarding replanting, streetscape requirements, and front façade requirements. These properties are legally described as being located in Land Lots 1178, 1179, 1180, 1197, 1198, 1199, 1250, 1251 & 1252, 2nd 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-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay District.
- Director Cook shared that there are no changes from the first reading.
- City Attorney, Molly Esswein, read the ordinance title aloud.

Public Comments:

- There were no public comments.

City Council Discussion:

- Mayor Pro Tem Merkel shared that he would like to make one change to the ordinance (not to the text of the Unified Development Code) to add language that makes this amendment effective as of October 1, 2022 of this year.
- Council Member Binder asked how much public notice was provided for this item.
 - Director Cook shared that Planning Commission reviewed this on July 14th, but staff did began speaking with the residents in this overlay in February of this year.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-22-08 / UDC (Unified Development Code) Text Amendment – Residential Overlay District with an effective date of October 1, 2022.
 - Council Member Hipes seconded the motion.
 - Council Member Hipes offered a friendly amendment that the Ordinance, as read by the City Attorney, shall be effective as of October 1, 2022.
 - Mayor Pro Tem Merkel accepted the friendly amendment.
 - The motion was approved unanimously (7-0).

VIII. NEW BUSINESS

A. Design Services: Old Rucker Park, RFQ 22-121

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of RFQ 22-121 to Columbia Engineering and Services, Inc. for design of Old Rucker Park in an amount not to exceed \$357,900.00 and authorize the Mayor to execute all necessary documents.
- Under the 2021 Parks Bond Referendum, the City dedicated \$3.0 million to develop the passive recreational space at Old Rucker Park. The Old Rucker Park project will focus on

the construction of trails, restrooms, and parking necessary for the property to be a functional passive park space.

- The RFQ was advertised in April and May 2022 and a total of three responses were received on May 26, 2022. The responses were then reviewed by an evaluation team consisting of staff from both Public Works and Recreation, Parks, and Cultural Services.
- Columbia Engineering and Services, Inc. was the high scoring firm. City staff and representatives of Columbia then began negotiations on a fee and schedule for design services. City staff reviewed Columbia's proposal and found their fee and schedule to be reasonable and in line with industry standards.
- The design consultant's scope of work will include the delineation of wetlands, development of a conceptual plan and color rendering, geotechnical investigations, and the preparation and permitting of construction plans.
- Columbia anticipates it will take approximately eleven months to complete design - nine months of design efforts from their team and a total of two months for review by the City and other permitting agencies throughout the process.

Public Comments:

- There were no public comments.

Council Member Discussion:

- Council Member Will shared that he did not see pricing information for the other firms.
 - Director Sewczwicz shared that because of the dramatic difference in scoring, we do not obtain pricing from other firms.
- ❖ Council Member Hipes offered a motion to approve the award of RFQ 22-121 to Columbia Engineering and Services, Inc. for design of Old Rucker Park in an amount not to exceed \$357,900.00 and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

B. Design Services: Union Hill Park, RFQ 22-122

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of RFQ 22-122 to Dix.Hite + Partners, Inc. for design of Union Hill Park in an amount not to exceed \$336,500.00 and authorize the Mayor to execute all necessary documents.
- Under the 2021 Parks Bond Referendum, the City dedicated \$3.25 million to recreating Union Hill Park as a recreational and gathering space that better meets the needs of current and future Alpharetta residents. The goals for the Union Hill Park project include: providing a connection from the Big Creek Greenway to the multi-use trail proposed as part of the McGinnis Ferry Road; addressing drainage issues around the covered event space; improving parking – both in terms of additional spaces and repairing damage caused by root uplift; redeveloping the upper active area (the existing skate park); developing the

lower active area (area between Little Pine Trail and Union Hill Road); and, developing natural trails through the wooded areas on site.

- The RFQ was advertised in April and May 2022 and a total of five responses were received on May 26, 2022. The responses were then reviewed by an evaluation team consisting of staff from both Public Works and Recreation, Parks, and Cultural Services.
- The evaluation team then conducted interviews with representatives of the two highest scoring firms: Lose Design and Dix.Hite + Partners, Inc. (Dix.Hite). The interviews consisted of a presentation by the design team followed by a question-and-answer session with the evaluation team. Based on their presentation and subsequent discussion, the evaluation team selected Dix.Hite as the highest scoring firm.
- Dix.Hite anticipates it will take approximately twelve months to complete design.

Public Comments:

- There were no public comments.

Council Member Discussion:

- Council Member DeRito asked why Columbia Engineering from the previous agenda item did not bid on this project, too.
 - Director Sewczwicz shared that we spoke with Columbia and this project did not fit the scope of work that their company likes to complete and fit into their workload.
- ❖ Council Member Hipes offered a motion to approve the award of RFQ 22-122 to Dix.Hite + Partners, Inc. for design of Union Hill Park in an amount not to exceed \$336,500.00 and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

C. FY 2023 Local Maintenance and Improvement Grant

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve a resolution providing approval of the submission of the Fiscal Year 2023 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and authorize the Mayor to sign the submittal letter and application forms.
- The LMIG budget for FY 2023 is based on the collection of motor fuel taxes from FY 2022. The amount of each local government's allocation is based on the total centerline road miles for your local road system and the total population of your city/ county as compared with the total statewide centerline road miles and total statewide population.
- There is a 30% City match requirement for this grant.
- The Public Works Department proposes to use the FY2023 LMIG allocation and match to fund the milling and resurfacing projects throughout the city.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve a resolution providing approval of the submission of the Fiscal Year 2023 Local Maintenance and Improvement Grant Application to the Georgia Department of Transportation and authorize the Mayor to sign the submittal letter and application forms.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

D. FY 2023 Milling and Resurfacing, ITB 23-001

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of Bid No. 23-001 to Allied Paving Contractors, Inc. for an amount totaling \$4,720,183.75 for the FY 2023 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents. Included in this request is a reallocation of \$843,186 from the non-allocated reserve account within the Capital Project Fund as described herein.
- The City of Alpharetta maintains over 500 lane miles of roadway. Each year the City budgets dollars towards the milling and resurfacing of these roads. Accomplishing this task extends the roads' useful life and increases the roads' ability to handle traffic volumes.
- After entering last years M&R data into the system, our current average Pavement Condition Index (P.C.I.) score is 70.94. The City is currently being re-evaluated by our inspection contractor, so this number will change once the new pavement data is in. The information collected during past inspections, in conjunction with historical repair, rehabilitation information, and traffic information helps the City make consistent and cost-effective decisions for roadway preservation. Based on these ratings, 39 locations adding up to 20.52 lane miles were included in the annual offering.
- The Department of Public Works prepared a request for bids (ITB 23-001) for the locations listed above. The City advertised for competitive bids on June 30, 2022.
- We also included an Add Alternate to this years M&R bid for the usage of a Material Transfer Vehicle (MTV). MTV's are utilized on larger paving projects to regulate the internal temperature of the asphalt and ensure proper mixture of the aggregate. Allied's bid for the Alternate was \$12,500 for five days of MTV usage, which was the lowest out of the four bids the City received. Including this Add Alternate brings the total project cost to \$ 4,720,183.75.
- Due to overwhelming cost increases in materials, fuel, and labor, bids came in well over our original budget of \$3,900,000. In order to get below this budget , we will have to remove the Harrington Falls and Wallace Woods subdivisions from the contract, adding up to 15 roads and 5.72 lane miles. These roads include: Anna Lane East - Anna Lane West - Driffield Court - Driffield Way - Dunster Court - Eversedge Court Eversedge Drive - Harrington Drive - Jane Wallace Lane - Marianna Lane East - Marianna Lane West - Newcastle Drive - Sulling Way - Tiverton Court - Wallace Woods Lane

- With these roads removed, the total cost for this project, including the Add Alternate, is \$3,894,033.15. Public works staff compared the four bidders' schedule of items with the revised quantities and Allied Paving Contractors, Inc, was still the lowest bidder.
- The apparent low bidder, Allied Paving Contractors, Inc has completed multiple roadway and paving projects within the Metro Atlanta area including work for City of Gainesville, Hall County, City of Dacula, and the City of Suwanee.
- The remaining funds in the Milling and Resurfacing account will be used for emergency repairs and in house roadway repair work. All work included within this project's scope shall be finished by Saturday, July 1, 2023.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of Bid No. 23-001 to Allied Paving Contractors, Inc. for an amount totaling \$4,720,183.75 for the FY 2023 Milling and Resurfacing Project and authorize the Mayor to execute all necessary documents. Included in this request is a reallocation of \$843,186 from the non-allocated reserve account within the Capital Project Fund as described herein.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

E. Traffic Signal Preemption Maintenance

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council approve the award of this project to Temple, Inc. to monitor existing signal preemption systems in an amount not to exceed \$65,020.00 for one year; and to Metro Traftix LLC to make necessary repairs and field adjustments to preemption systems in an amount not to exceed \$31,965.60 in one year.
- In December of 2019, Temple Inc. partnered with Applied Technologies, and began the installation of emergency vehicle preemption within the City of Alpharetta with completion of installation in February 2020. In January of 2021, both parties began a program to monitor the efficiency of the preemption system and provide monthly reports to Public Works and Public Safety. Once reports were reviewed, work orders were created for the repair of equipment or adjustment of signal timing.
- Due to the amount of work generated from the maintenance of the system, it was determined that an engineering firm with experience in preemption maintenance, Metro Traftix, would be the best way to maintain our preemption system.
- In August of 2021, Temple Inc. and Metro Traftix LLC were awarded the traffic signal preemption maintenance contract and within the past year the city emergency response time has improved by 20%, which is equivalent to a 1-minute reduction in travel time.
- A proposal has been received from Temple Inc to continue monitoring existing traffic signal preemption units, roadside communication units, V2X systems, TravelSafely equipment, ride through all corridors in the city, test and troubleshoot every unit installed at intersections in order to ensure full operation of existing connected vehicles system.

- The total cost of Temple's service is \$65,020.00 for one year. Metro Traction proposal for maintenance and signal timing adjustments is \$31,965.60.

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the award of this project to Temple, Inc. to monitor existing signal preemption systems in an amount not to exceed \$65,020.00 for one year; and to Metro Traction LLC to make necessary repairs and field adjustments to preemption systems in an amount not to exceed \$31,965.60 in one year.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

F. Resolution: Adoption of 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan

- Director of Public Safety, John Robison, came forward to present this item.
- Staff is recommending that Mayor and Council approve the resolution adopting the 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan.
- Following a multi-year planning process involving Fulton County and the 15 Cities within its borders, the 2022 Fulton County Hazard Mitigation Plan was submitted to and ultimately approved by the Federal Emergency Management Agency (FEMA). With the plan having been approved by FEMA, each municipality in Fulton County is now asked to consider the adoption of the plan by resolution.
- The adoption of the multi-jurisdictional plan is a requirement for Alpharetta to apply for funds under FEMA's Hazard Mitigation Assistance Programs. These programs include the Hazard Mitigation, Pre-Disaster Mitigation, Flood Mitigation Assistance, and Severe Repetitive Loss Grant Programs.
- The complete 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan is a 910-page document. As such, rather than incorporating the entire document into this agenda item, we have included in the meeting packet only the section that is specific to the City of Alpharetta. The complete document, however, has been provided to the Mayor and City Council and will be made available to the public, if adopted by the City, via the City of Alpharetta website.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the resolution, as presented, adopting the 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (7-0).

G. Authorization and approval of the Consent Final Order and Judgment regarding Children's Healthcare of Atlanta, Inc. v. Fulton County and the City of Alpharetta

- City Attorney, Molly Esswein, came forward to present this item.
- City Attorney Esswein is recommending that Mayor and Council authorize and approve the Consent Final Order and Judgment regarding Children's Healthcare of Atlanta, Inc. v. Fulton County and the City of Alpharetta.
- This involves litigation where the Children's Health Care of Atlanta is filing an appeal of taxes. They received an exemption from taxes for several years, but in 2016, 2017, and 2018, they were assessed ad valorem taxes.
- The City Attorney's Office agrees that the properties at issue would be exempt from ad valorem property taxes purposes and this agreement acknowledges that and attempts to settle that dispute.

Public Comments:

- There were no public comments.
- ❖ Council Member Will offered a motion to authorize and approve the Consent Final Order and Judgment regarding Children's Healthcare of Atlanta, Inc. v. Fulton County and the City of Alpharetta.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

H. Resolution: Joint Defense Agreement for the Purposes of L.O.S.T.

- City Attorney, Molly Esswein, came forward to present this item.
- This resolution was provided by special counsel for the L.O.S.T. negotiations (Smith, Welch, Webb, and White) and would authorize the City of Alpharetta to join with the City of Atlanta and the City of Sandy Springs in a joint defense agreement, where cities may share information amongst themselves for joint defense in representation of the L.O.S.T. negotiations.

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt a Resolution granting Special Counsel authority to enter into a Joint Defense Agreement with the City of Atlanta and the City of Sandy Springs; to file legal actions on the City's behalf as necessary to accomplish the purpose of securing a distribution of L.O.S.T.; and for other purposes.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- City Attorney Esswein explained that these Resolutions in agenda items "I" through "L" involve the roundabout project from Webb Bridge Road to Webb Bridge Way. These properties are within the first phase of the project and were properties that we were unable to reach an agreement with. Additionally, the City Attorney's office will continue negotiations with property owners, however, her office plans to file the condemnations by the end of the month of August, due to deadlines proceeding with this project.

I. Resolution Authorizing the Use of Eminent Domain – Project Parcel 53 located at Timberline Place

- City Attorney, Molly Esswein, came forward to present this item.
- City Attorney Esswein shared that for this specific parcel, her office was unable to engage in negotiations with the property owner and for that reason we are seeking to condemn.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the adoption of 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 Timberline Place, Alpharetta, Georgia (Tax Parcel 11 035101580663) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

J. Resolution Authorizing the Use of Eminent Domain – Project Parcel 57 located at 4050 Breckenridge Court

- City Attorney, Molly Esswein, came forward to present this item.
- City Attorney Esswein shared that her office was able to reach an agreement with property owners as to the amount, however, the property owners are in China and are having a hard time having their option agreement executed. The property owners have visited the US Embassy twice but were unable to execute the agreement in time. As such, we would consider this a friendly condemnation.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve the adoption of 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 4050 Breckenridge Court, Alpharetta, Georgia (Tax Parcel 11 035001580540) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

K. Resolution Authorizing the Use of Eminent Domain – Project Parcel 61 located at 11632 Parkside Avenue

- City Attorney, Molly Esswein, came forward to present this item.

- City Attorney Esswein shared that for this specific parcel, her office was able to settle with one of the property owners, there are two at issue (one being the HOA). We will see if we can resolve this before the condemnation deadline, if possible.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the adoption of 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 11632 Parkside Avenue, Alpharetta, Georgia (Tax Parcel 11 044001631014) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

L. Resolution Authorizing the Use of Eminent Domain – Project Parcel 62 located at 11633 Parkside Avenue

- City Attorney, Molly Esswein, came forward to present this item.
- City Attorney Esswein shared that for this specific parcel, her office is attempting to reach a resolution, however, the property owner and the HOA are at issue and one will not settle without the consent of the other.
- City Attorney, Molly Esswein, read the resolution title aloud.

Public Comments:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the adoption of 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 11633 Parkside Avenue, Alpharetta, Georgia (Tax Parcel 11 044001631683) for right of way proposed Webb Bridge Road bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

IX. WORKSHOP ITEMS

A. North Point Streetscape Project

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- Tom Ziegler and Mike Crawford, with Columbia Engineering, also came forward to present this item.
- The North Point Streetscape Project Workshop Presentation is attached as "Exhibit A".

X. REPORTS

- Council Member Will shared his concerns about the RFQ / RFP process.
- Mayor Pro Tem Merkel shared that a member of the former Downtown Alpharetta Trade Association, Downtown Alpharetta Business Authority, and founding member of the Downtown Alpharetta Farmer's Market, Carol Anderson Wood, passed away this past Saturday.
- Council Member DeRito shared that he, Council Member Binder, Director of Public Works, Pete Sewczwicz, Director of Finance, Tom Harris, and Public Works Operations Manager, Dennis Roland have met to discuss glass recycling options. At this time, our departments are recommending that the City purchase a hopper for glass recycling for all Alpharetta residents to use. The hopper will be placed at the Public Works Department and will cost \$2,000 (a one-time charge). The hopper will be emptied, by Public Works employees, twice a week into a roll-off dumpster. This roll-off dumpster will be removed and emptied periodically and will approximately cost somewhere between \$10,000 to \$15,000 per year. This hopper will not be monitored by staff, but the plan is to have cameras and license plate readers installed in the area. Previously, through Republic, glass recycling cost about \$300,000 per year, and this alternative would be around \$17,000 per year.

XI. IF NEEDED, RECESS TO EXECUTIVE SESSION AND AFTER, RECONVENE CITY COUNCIL MEETING

- There was not an Executive Session.

XII. ADJOURNMENT

- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:11 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk

EXHIBIT A



Columbia Engineering

LAND PLANNERS • CIVIL ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

Solving complex problems since 1963

North Point Parkway City Council Progress Update PI No. 0017814; Fulton County

Thomas Ziegler, PE
Project Manager
Columbia Engineering
8/22/2022

Overview

- Introductions
- Project Goals
- Location Map
- Concept Development Summary
 - 4 Lane vs 6 Lane
- Traffic Considerations
- Public Involvement Summary
- Our Recommendation
- Questions?

Team Introductions



- Thomas Ziegler, PE (CES Project Manager)
- Randy Strunk, PE (CES Stormwater Lead)
- Michael Crawford, PE (CES Traffic Analysis Lead)

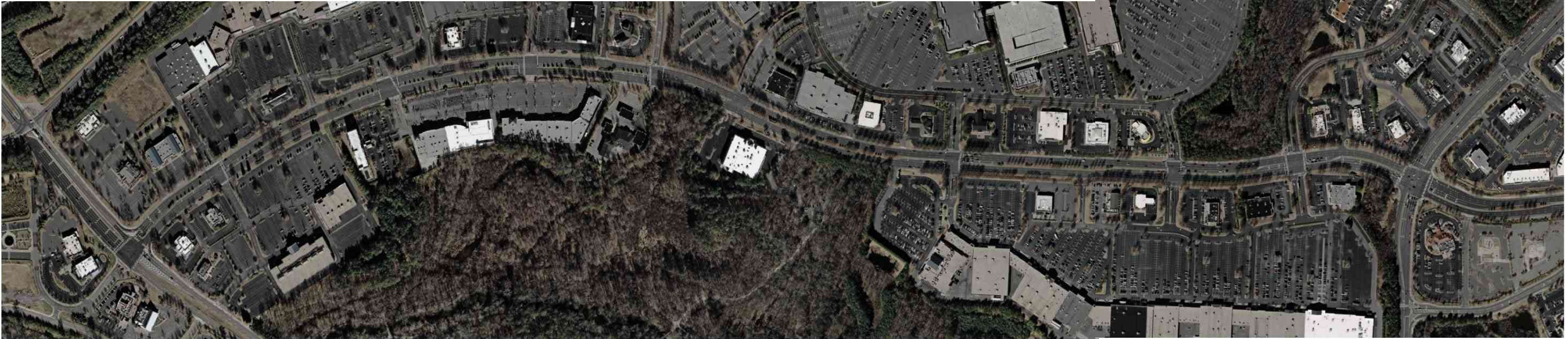


- Eric Graves, PE (Community & Economic Development Senior Engineer/Planner)

Project Goals

- Create a pedestrian and bicycle friendly environment through a design that promotes safety
- Evaluate potential for lane reduction(s) - both number and width
- Incorporate Low Impact Development/Green Infrastructure
- Maintain and/or improve landscape and hardscape features
- Minimize right-of-way impacts
- ***Encourage redevelopment envisioned with the LCI Studies!***

Location Map



- North Point Parkway (NPP) is approximately 1.4 miles from Mansell Road to Haynes Bridge Road
- NPP is primarily a north – south corridor parallel to SR 400
- Existing roadway is six (6) lanes with dedicated turn left turn lanes, a raised median, and urban shoulders

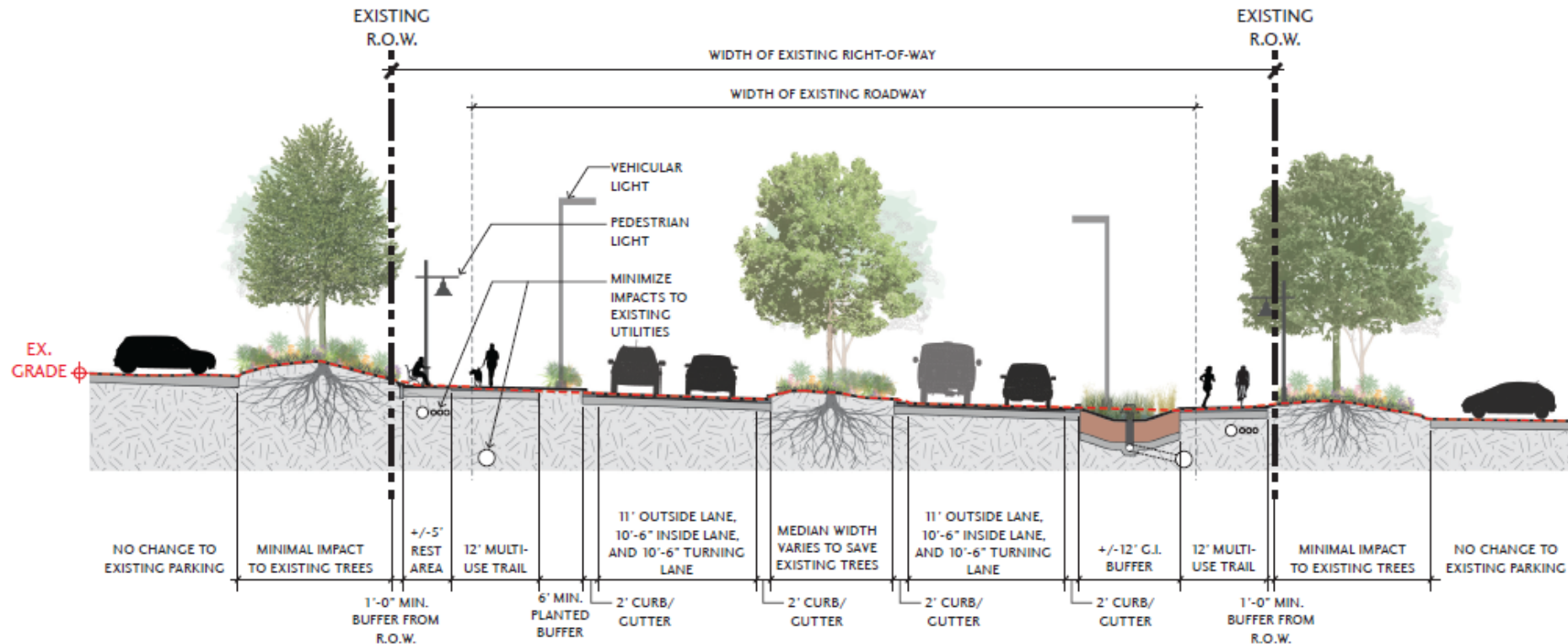
Concept Development/Alternative #1

Four-Lane Alternative (Road Diet)

- Two (2) reduced width thru lanes (each direction)
- Maintain existing left turn lanes
- 12 ft. multiuse path on both sides
- Low Impact Development features
- Extensive landscape/hardscape elements

Concept Development/Alternative #1

4-LANE



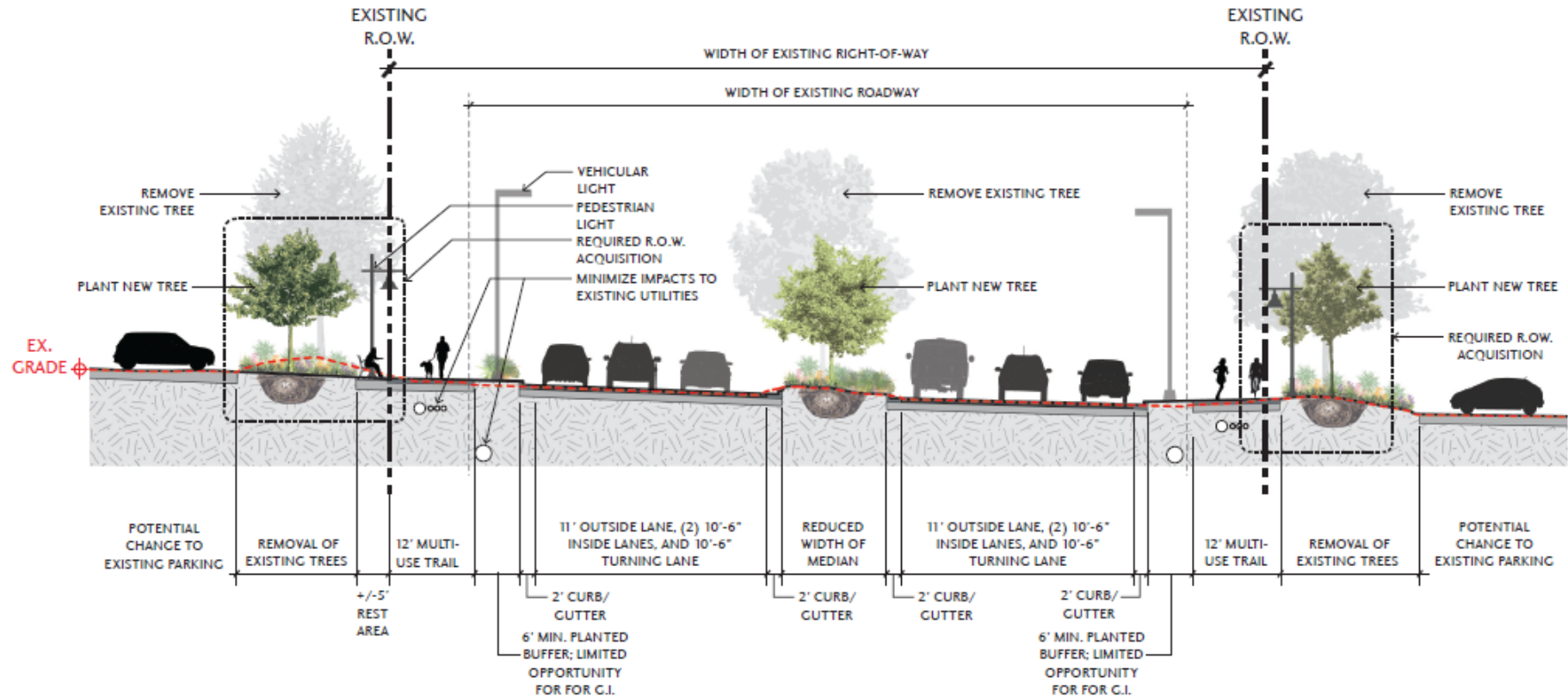
Concept Development/Alternative #2

Six-Lane Alternative

- Maintain Three (3) reduced width thru lanes (each direction)
- Maintain existing left turn lanes
- Evaluate need for right turn lanes
- 12 ft. multiuse path on both sides
- Low Impact Development features
- Extensive landscape/hardscape elements

Concept Development/Alternative #2

6-LANE



Alternatives Take Away

Areas of Impact	4-Lane Alternative	6-Lane Alternative
Rights of Way	Utilizes existing right of way	Additional Right of Way purchases required
Existing Trees	Some landscape strip & most median trees could be saved	A limited number of trees can be saved
Planter Strip	12' bioswale (symbolic of the Eco District branding) & a 6' planter provided on other side	6' planter provided on both sides
Pedestrian	More comfortable crossing a 4-lane road	Less comfortable crossing a 6-lane road
Vehicles	Accommodated at a desired Level of Service	Inefficient capacity that exceeds needs by 30%
Parking Lots	Minimal if any impact	Impacts all adjacent properties

Traffic Considerations

- **2022 average daily traffic (ADT) – Approx. 15,000 vehicles per day (vpd)**
- **2022 to 2048 growth in traffic – Approx. 60%**
 - Majority of growth is anticipated to be due to development/redevelopment along the corridor, including the current North Point Mall redevelopment proposal and approved redevelopment plans (Brixmore and Accesso).
 - Additional growth due to new development in the surrounding area.
 - Combined the new development/redevelopment accounts for the generation of vehicle trips comparable to 4 Avalons.
 - What may not be recognized is redevelopment will remove existing commercial/office space and give back the capacity it was using.
- **2048 ADT – Approx. 24,000 vpd (LOS C)**
- **Generalized Capacities**
 - LOS D – Begins at Approx. 27,800 vpd
 - LOS E – Begins at Approx. 33,800 vpd

Traffic Considerations

Future Capacity along North Point (Recommended 4-Lane Alternative)

- **From generalized tables – 20%-30% additional capacity**
- **From detailed intersection analysis – 20%-25% additional capacity**

Addition capacity in the area:

- **GA 400 was expanded from 6 to 8 lanes in 2005**
- **Westside Parkway was widened from 2 to 4 lanes in 2010**
- **GA 400 managed lanes expansion from 8 to 12 lanes is anticipated in 2030**
- **Additional East/West Connectivity: Haynes Bridge Rd (6-Lane), Encore Pkwy (2-Lane), and Mansell Rd (4-Lane)**
- **Ga 400 Interchanges at both Haynes Bridge and Mansell Road**

Public Involvement Summary

- Significant outreach over the past 10 plus years
- North Point Stakeholders meeting was held on March 15, 2022
- Project Website was created and launched on July 18th
- Numerous notifications
 - Signs were placed along corridor
 - Letters were mailed to adjacent property owners
 - Posted info on City website
 - Two legal ads were placed in local newspaper
 - City distributed an e-newsletter to residents and businesses
 - City Facebook and Twitter engagement
 - Email invitation was sent to elected officials and stakeholder list
- Public Information Open House (PIOH) was held on July 26th
- 25 official comments were recorded
 - 19 were in support of the project (strongly agree or agree)
 - 3 were opposed (strongly disagree or disagree)
 - 3 were neutral

We recommend Four 4-Lane Option

- **Right-sizes the roadway while providing desired levels of service**
- **Minimizes Right-of-Way Impacts and ROW Cost**
- **Allows Opportunity for More Green Infrastructure**
- **Preserves More Adjacent Landscape Features**
- **Reduces Impervious Pavement reducing maintenance costs**
- **Creates More Opportunity for Utility Locations**
- **Enhanced Pedestrian Experience**
- **Reduced Construction Costs**
- **Promotes the redevelopment vision of the North Point LCI area**

Why (4) Lane Option?

- **Enhance comfort and safety for ped/bike users crossing NPP**
- **Enhance transit users experience**
- **Encourage street activity (restaurants, shops, etc.)**
- **Make North Point Parkway a place to be, not just a thoroughfare**
- **Enable and encourage parking once and visit multiple areas**
- **Road diets have positive impacts and encourage economic development (24 FHWA Office of Safety case studies)**

Questions?



STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: SPECIAL CALLED CITY COUNCIL MEETING MINUTES (MEETING OF 9/1/2022)

II. RECOMMENDATION:

Approve the Council meeting minutes from September 1, 2022 at 11:30 a.m. 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:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the Special Called City Council meeting on September 1, 2022 at 11:30 a.m.

V. ALTERNATIVES:

VI. ATTACHMENTS:

CC Meeting Minutes 9.1.2022



Special Called City Council Meeting SEPTEMBER 1, 2022

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 11:30 AM

This unofficial 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. This is not an official record of the Alpharetta City Council Meeting proceedings. City Council Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

I. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 11:30 a.m.

II. ROLL CALL

- **Council Members**

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Douglas J. DeRito
- Brian Will
- John Hipes
- Jason Binder

- **Absent**

- Douglas J. DeRito

- **Staff**

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk

III. PLEDGE TO THE FLAG

IV. SELECTION OF BOARD OF ETHICS MEMBERS

- City Attorney, Molly Esswein, came forward to present this item.
- City Clerk, Lauren Shapiro, displayed the names of all Board of Ethics members and placed into a jar.
- City Administrator, Chris Lagerbloom, selected the following names in this order:
 1. Lindsey Ann Burnett
 2. Lauren Hall
 3. Gina Kellis
 4. Craig Reynolds
 5. Gracile Dawes
- ❖ Council Member Hipes offered a motion to select an alternate for the Board of Ethics in the event that an alternate member is unable to serve.
 - Council Member Binder seconded the motion.
 - Council Member Mitchell offered a friendly amendment to select two alternates, as opposed to one alternate.
 - Council Member Hipes accepted the friendly amendment.
 - Council Member Binder accepted the friendly amendment.
 - The motion was approved unanimously (6-0).
- City Administrator, Chris Lagerbloom, selected two alternate names in this order:
 1. Kyle Caswell
 2. Mary Farr

V. RECESS TO EXECUTIVE SESSION

- ❖ Council Member Will offered a motion to recess to Executive Session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin reconvened the meeting at 12:24 p.m.

VI. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to reconvene the City Council meeting.
 - Council Member Hipes 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 12:23 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Lauren Shapiro". The signature is written in a cursive, flowing style.

Lauren Shapiro, City Clerk



STAFF REPORT

Submitting Department: City Clerk

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

1. PH-22-AB-23 BUFFALO KEY WEST CONNECTION, LLC

D/B/A CREATION SOCIAL HOUSE

11500 WEBB BRIDGE WAY #A7, ALPHARETTA, GA 30005

RESTAURANT

CONSUMPTION ON PREMISES

LIQUOR, BEER, WINE & SUNDAY SALES

OWNER: BUFFALO KEY WEST CONNECTION, LLC

REGISTERED AGENT: JOSEPH RAMPINO

2. PH-22-AB-24 ARNOLD MILL VENTURES, LLC

12335 ARNOLD MILL ROAD, ALPHARETTA, GA 30097

CONVENIENCE STORE

RETAIL PACKAGE SALES

BEER, WINE & SUNDAY SALES

OWNER: ARNOLD MILL VENTURES, LLC

REGISTERED AGENT: SHAHEEN BIJANI

3. PH-22-AB-25 RAMEN SPOT GA, LLC

D/B/A RAMEN SPOT

7300 NORTH POINT PARKWAY, SUITE 102, ALPHARETTA, GA 30022

RESTAURANT

CONSUMPTION ON PREMISES

LIQUOR, BEER, WINE & SUNDAY SALES

OWNER: RAMEN SPOT GA, LLC

REGISTERED AGENT: BEN YI ZHANG

4. PH-22-AB-26 LAZY DOG COLORADO OPS, LLC

D/B/A LAZY DOG RESTAURANT & BAR

10800 HAYNES BRIDGE ROAD, ALPHARETTA, GA 30022

RESTAURANT

CONSUMPTION ON PREMISES

LIQUOR, BEER, WINE & SUNDAY SALES

OWNER: LAZY DOG COLORADO OPS, LLC

REGISTERED AGENT: MICHAEL SARD

5. PH-22-AB-27 SID'S PIZZA AND GRILL, LLC

11770 HAYNES BRIDGE ROAD, ALPHARETTA, GA 30009

RESTAURANT

CONSUMPTION ON PREMISES

BEER, WINE, & SUNDAY SALES

OWNER: SID'S PIZZA AND GRILL, LLC

REGISTERED AGENT: SHARON KURNETT

6. PH-22-AB-28 PHILLIPS BROTHERS HOSPITALITY GROUP, INC.

D/B/A MERCANTILE SOCIAL

20 NORTH MAIN STREET, ALPHARETTA, GA 30009

RESTAURANT

CONSUMPTION ON PREMISES

LIQUOR, BEER, WINE & SUNDAY SALES

OWNER: PHILLIPS BROTHERS HOSPITALITY GROUP, INC.

REGISTERED AGENT: MARK PHILLIPS

II. RECOMMENDATION:

Approve the following alcoholic beverage licenses as part of the consent agenda:

1. PH-22-AB-23 Buffalo Key West Connection, LLC, d/b/a Creation Social House, 11500 Webb Bridge Way #A7, Alpharetta, GA 30005

2. PH-22-AB-24 Arnold Mill Ventures, LLC, 12335 Arnold Mill Road, Alpharetta, GA 30097

3. PH-22-AB-25 Ramen Spot GA, LLC, d/b/a Ramen Spot, 7300 North Point Parkway, Suite 102, Alpharetta, GA 30022

4. PH-22-AB-26 Lazy Dog Colorado OPS, LLC, d/b/a Lazy Dog Restaurant & Bar, 10800 Haynes Bridge Road, Alpharetta, GA 30022

5. PH-22-AB-27 Sid's Pizza and Grill, LLC, 11700 Haynes Bridge Road, Alpharetta, GA 30009

6. PH-22-AB-28 Phillips Brothers Hospitality Group, Inc, d/b/a Mercantile Social, 20 North Main Street, Alpharetta, GA 30009

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:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

The above referenced Alcoholic Beverage Licenses Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, August 25, 2022 and Thursday, September 8, 2022. There were no public comments during the hearings. At the conclusion of both hearings City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

V. ALTERNATIVES:

VI. ATTACHMENTS:

ALPH 8-25-2022, ALPH Minutes 9-8-22



ALCOHOL LICENSE PUBLIC HEARING AUGUST 25, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 882 9772 6084

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:05 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Ryan Sabia, Code Enforcement Officer
- Joseph Rampino, Co-owner & applicant for Buffalo Key West Connection, LLC
- Hassan Bijani, Owner Arnold Mill Ventures, LLC
- Ben Yi Zhang, Owner & applicant for Ramen Spot

IV. PUBLIC HEARING

- A. PH-22-AB-23 Buffalo Key West Connection, LLC
d/b/a Creation Social House
11500 Webb Bridge Way #A7
Alpharetta, GA 30005

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

Owner: Buffalo Key West Connection, LLC
Registered Agent: Joseph Rampino

- Mr. Joseph Rampino, applicant and co-owner for Buffalo Key West Connection, LLC residing at 171 Upshaw Drive, Alpharetta, GA 30009, was on the call.

- Mr. Rampino previously owned Mercantile Social. This is a new restaurant in an existing building. He stated they hope to open in one month. Ms. Shapiro reminded the applicant that the business must be open within 6 months of the alcohol license being issued.
- Mr. Rampino stated he is familiar with the City's alcohol ordinance.
- Mr. Rampino stated there will be approximately 10 or less employees. Employees are told they are required to obtain a pouring permit and are also trained using ServSafe. There is also in-house training conducted by management and staff. Ms. Shapiro reminded Mr. Rampino that owners and management working at the restaurant will need to obtain pouring permits as well.
- Ms. Shapiro reminded Mr. Rampino he will need to obtain his Georgia State alcohol license after obtaining the local license.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022, at 6:30 pm.

B. PH-22-AB-24 Arnold Mill Ventures, LLC
12335 Arnold Mill Road
Alpharetta, GA 30097

Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales

Owner: Arnold Mill Ventures, LLC
Registered Agent: Shaheen Bijani

- Mr. Hassan Bijani owner and residing at 1833 Bally Bunion Drive, Johns Creek, GA 30097 was on the call.
- Mr. Hassan explained that Arnold Mill Ventures is an existing BP Gas station. He acquired the store from the previous owner and took ownership on July 1, 2022.
- Mr. Hassan stated there are 3 employees.
- Mr. Hassan stated he is familiar with Alpharetta's alcohol ordinance. He owns another business in Fulton County.
- Mr. Hassan stated that alcohol compliance trainings are done from time to time through Atlanta Retailers Association for their employees. He also conducts his own training with employees.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022, at 6:30 pm.

C. PH-22-AB-25 Ramen Spot GA, LLC
d/b/a Ramen Spot
7300 North Point Parkway, Suite 102
Alpharetta, GA 30022

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

Owner: Ramen Spot GA, LLC
Registered Agent: Ben Yi Zhang

- Mr. Ben Yi Zhang, owner and residing at 990 Old Holcomb Bridge Road Roswell, GA 30076, was on the call.
- Mr. Zhang stated he has another Ramen Spot in Virginia. This is the first location opening in Georgia. It is a Japanese ramen restaurant based on his father's recipes.
- Mr. Zhang stated they plan to serve beer, saki and mixed drinks. He also wants to serve saki mixed specials, incorporating Japanese and western culture. The restaurant is 1/3 to-go orders.
- Mr. Zhang stated they hope to open in November or December of this year. Ms. Shapiro reminded Mr. Zhang to let her know if the restaurant is not going to be open within the 6 months after obtaining their local alcohol license.
- Mr. Zhang stated he is familiar with the city's alcohol ordinance.
- Mr. Zhang stated he will have under 10 employees on site. All will be required to have a pouring permit, including Mr. Zhang.
- Mr. Zhang stated they have an in-house training week for employees for alcohol serving.
- Ms. Shapiro reminded Mr. Zhang he will need to obtain a Georgia state alcohol license after acquiring the local alcohol license.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022, at 6:30 pm.

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:26 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



ALCOHOL LICENSE PUBLIC HEARING

SEPTEMBER 8, 2022

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 875 7252 0229

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:05 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Beau Smith, Code Enforcement Officer
- Frank Jackson, Code Enforcement Officer
- Grayson Smith, Code Enforcement Officer
- Troy Tucker, General Manager for Lazy Dog Restaurant
- Sharon Kurnett, Co-owner for Sid's Pizza and Grill
- Sid Kurnett, Co-owner for Sid's Pizza and Grill
- Mark Phillips, Co-owner for Mercantile Social
- Jonathan Phillips, Co-owner for Mercantile Social

IV. PUBLIC HEARING

- A. PH-22-AB-26 Lazy Dog Colorado OPS, LLC
d/b/a Lazy Dog Restaurant & Bar
10800 Haynes Bridge Road
Alpharetta, GA 30022

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

Owner: Lazy Dog Colorado OPS, LLC
Registered Agent: Michael Sard

- Mr. Troy Tucker, General Manager for the Lazy Dog restaurant and residing at 420 Charleston Place, Villa Rica, GA 30180 was on the call.
- Mr. Tucker stated Lazy Dog is a chain of full-service restaurants with 43 (Alpharetta will be 44) locations across the country. They serve liquor, beer and wine. The food has an Asian-fusion twist.
- Mr. Tucker stated there are 2 other locations in Georgia, one in Perimeter Mall and one in Peachtree Corners.
- Mr. Tucker stated they anticipate opening January 16, 2023. Ms. Shapiro reminded Mr. Tucker the city's alcohol ordinance requires a business to be open within 6 months of obtaining a local alcohol license. Mr. Tucker confirmed he is familiar with the local alcohol ordinance.
- Mr. Tucker stated he is the General Manager on site. Ms. Shapiro reminded him that he and his employees will need to obtain pouring permits.
- Mr. Tucker explained employees are trained through a 4-hour responsible service of alcohol course. Every year on the employee's anniversary, they are retrained and are to renew their pouring permit. Ms. Shapiro reminded Mr. Tucker the pouring permit copies are to be accessible on site for inspection purposes.
- Ms. Shapiro reminded Mr. Tucker they will need to obtain a state license once the local license is issued.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022 at 6:30 pm.

B. PH-22-AB-27 Sid's Pizza and Grill, LLC
11770 Haynes Bridge Road #301
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Sid's Pizza and Grill, LLC
Registered Agent: Sharon Kurnett

- Ms. Sharon Kurnett and Mr. Sid Kurnett, owners of Sid's Pizza and Grill and residing at 1945 Windridge Landing, Alpharetta, GA, were on the call.
- Ms. Kurnett stated they are a Mom & Pop restaurant. This is their 2nd location, the other being in Suwanee. The Alpharetta location will be located in the former Mellow Mushroom restaurant. They anticipate opening in late September/early October of this year.
- Ms. Kurnett stated she is familiar with the local alcohol ordinances.
- Mr. Kurnett stated they will have approximately 10 employees. Ms. Shapiro reminded them all employees serving alcohol will need to obtain pouring permits, including the owners.
- Ms. Kurnett explained training is done in house. They are a full-service restaurant and will have table service.
- Ms. Shapiro reminded the applicants they will need to obtain their state license after obtaining the local license.

- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022 at 6:30 pm.

C. PH-22-AB-28 Phillips Brothers Hospitality Group, Inc.
d/b/a Mercantile Social
20 North Main Street
Alpharetta, GA 30009

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

Owner: Phillips Brothers Hospitality Group, Inc.
Registered Agent: Mark Phillips

- Mr. Mark Phillips and Jonathan Phillips, owners of Mercantile Social, and residing at 970 Cannero Drive, Milton, GA 30004 were on the call.
- The owners stated they are new owners of the existing Mercantile Social restaurant. They will have a full-service menu, drinks and live music.
- The owners confirmed they are managing and working at the restaurant. They will have a General Manager as well. Ms. Shapiro reminded them they will each need to have a pouring permit.
- The owners stated they have approximately 5-7 employees and are required to have pouring permits. They confirmed they are familiar with the local alcohol ordinance.
- The owners stated that there is a 3-day training program employees go through once they are hired. They are trained on the alcohol code and they will have secret shoppers as well.
- Ms. Shapiro reminded the owners they will need to obtain a state license after obtaining the local license.
- Ms. Shapiro recommended the application be approved. She advised the applicant that a representative will need to appear in person at the City Council meeting on Monday September 19, 2022 at 6:30 pm.
-

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:26 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



STAFF REPORT

Submitting Department: Public Safety

Submitted By: Stephanie Cochran

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: FY2023 LAW ENFORCEMENT TRAINING PROGRAM GRANT

II. RECOMMENDATION:

Approve the submission of the FY2023 Law Enforcement Training Program Grant application and authorize the Mayor to execute all necessary documents.

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: TOTAL COST \$54,540. THERE IS
NO CITY MATCH REQUIREMENT.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
2023 Law Enforcement Training Program - Virtual Reality Training	\$54,540

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
2023 Law Enforcement Training Grant (TBD)	\$54,540

IV. REPORT IN BRIEF:

The FY2023 Law Enforcement Training Program Grant is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support training for law enforcement officers in one of the following areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training, and
- Training to support officers' mental health

The Alpharetta Police Department is a municipal police agency in north metro Atlanta. The Alpharetta Police Department has worked diligently to establish itself in the Georgia Law Enforcement community as a progressive, training-focused agency. Due to various external factors, we are limited in funds and resources to buy training equipment and provide our officers with the appropriate level of use of force/de-escalation training outside of minimum state requirements. The Alpharetta Police Department is seeking to obtain funds for one training initiative (Use of Force, De-escalation) and to build on other training programs:

1. **Virtual Reality (VR) training system for scenario training.** This system is the most technologically advanced training tool on the market today. This system allows trainers to completely immerse officers in scenarios with a level of simulation that is very close to the real thing. This tool allows our officers to deal with real world scenarios that will teach them and allow them to develop and improve their verbal and tactical skills by stress inoculation. When an officer applies good verbal and tactical skills in real-world scenarios, it greatly improves their ability to de-escalate situations without using higher levels of

force. When the elevation of force is used, it is done timely and often results in a lower level of force being applied while still achieving the desired goal. Cost \$47,500

1. **Simunition Equipment.** This equipment is needed to build on the de-escalation/use of force VR Training. Once an officer's skills have been developed and refined on the VR System, we will put them in real-life scenarios with the Simunition equipment and live simulated victims and suspects that may or may not be armed. The Simunition Equipment allows the officer to feel the stress when a suspect pulls a Simunition gun on them and they feel the pain if they are shot with the Simunition training round. This is the highest level of stress inoculation that we can achieve in a training environment. Stress inoculation is used in various ways in various training sessions and has been found to be extremely effective training. Cost \$7,540.

Needs Statement:

While the department has recently moved into a new training facility, funds were not provided for the purchase of a VR system or an adequate amount of Simunition equipment. These shortcomings have limited the quality of real-world scenarios focusing on the use of force/de-escalation.

Project Goals:

The goal of this project is to provide our officers with the most effective and efficient use of force/de-escalation. The ability to effectively deescalate situations reduces the need to use physical force. When force is needed, the level of force is often reduced.

Project Activities and Services:

Virtual Reality (VR) Training System- Upon grant award, we will contact the product vendor who is chosen to provide the equipment. This process will comply with City of Alpharetta purchasing requirements based on product cost. The VR System will be a mobile unit that does not need to be installed and can be used almost anywhere.

Once the VR System is operational and the instructors are trained, the Alpharetta Training Staff will conduct a minimum of quarterly scenario-based training sessions that focus on use of force and de-escalation for every sworn officer. Since we have a dedicated training center, training will be conducted anytime day or night, regardless of weather conditions. Working conditions for officers working any shift or unit can be duplicated, which allows for the most realistic training, which leads to better decisions.

1. Simunition Equipment- Upon grant award, we will contact the product vendor who is chosen to provide the equipment. This process will comply with City of Alpharetta purchasing requirements based on product cost. The Simunition equipment will be able to be used immediately as all of our instructors have training and experience in their use. The Alpharetta Training Staff will conduct a minimum of quarterly scenario-based training sessions that focus on the use of force and de-escalation for every sworn officer. Since we have a dedicated training center, training will be conducted anytime day or night, regardless of weather conditions. Working conditions for officers working any shift or unit can be duplicated, which allows for the most realistic training, which leads to better decisions.

Resources Needed:

The resources provided by this grant will allow for the purchase of a VR Simulator and Simunition Equipment from the selected vendors. The addition of these items will immediately achieve our goal of providing realistic scenario-based training focusing on the enhancing of the use of force/de-escalation training.

Total cost \$54,540.00

The deadline for submitting applications for the FY2023 Law Enforcement Training Program Grant was Monday, August 15, 2022 at 5:00 p.m. In order to meet this deadline, the Alpharetta Department of Public

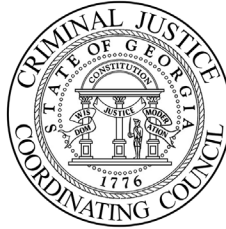
Safety has submitted its application; however, the application can and will be withdrawn if City Council does not approve its submission.

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY23CJCC Grant Info, Program Narrative 2023 CJCC, 2023 Timeline, Simulation Quote, 2022 VMF

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

The Criminal Justice Coordinating Council (Council) is pleased to announce that it is seeking applications for competitive funding for law enforcement agencies within the State of Georgia.

State of Georgia FY2023 Law Enforcement Training Program Competitive Request for Applications

Eligibility

Applicants are limited to units of local government and state law enforcement agencies which operate within Georgia for law enforcement training. Priority will be given to requests proposing training for law enforcement officers in one of the following topics:

Use of Force and De-escalation

Crisis Intervention

Mental Health

School Safety

Grant Deadline

Monday, August 15, 2022 at 5:00 p.m.

Virtual Grant Information Session

Monday, July 25, 2022 at 2:00p.m.

(more information can be found on the Council's website at cjcc.georgia.gov)

Estimated Award Period

October 1, 2022 – September 30, 2023

Contact Information

For assistance with the requirements of this solicitation, contact:

Rachael Andrews at Rachael.andrews@cjcc.ga.gov

Or

Britney Hough at Britney.hough@cjcc.ga.gov

Release Date: July 15, 2022

SECTION I: OVERVIEW AND INSTRUCTIONS

Overview of the FY2023 Law Enforcement Training Program

For fiscal year 2023, Governor Brian Kemp and Georgia State Legislature approved a total of \$7.5 million to provide a law enforcement training grant program for state and local law enforcement agencies. With \$4.5 million now available for qualified state and local law enforcement agencies, the program is designed to grant funds on a competitive basis to support training for law enforcement officers in one of the following topic areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training, and
- Training to support mental health,
- School Safety – Priority will be given to applications who propose law enforcement training programs/projects to improve school safety within jurisdictions. Eligible recipients include state and local law enforcement agencies as well as school systems that operate independent police departments. School systems that do not operate independent police departments may partner with a police department or sheriff's office.

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-seven members representing various components of the criminal justice system.

How to Apply

Interested applicants should review the Law Enforcement Training Solicitation Packet in its entirety, and submit the completed application, including all requested information and all required attachments, using the link on the website at cjcc.georgia.gov on or before **5 p.m., Monday, August 15, 2022. This form and provided budget detail are the only acceptable formats for submitting the narratives and budget for the funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; scanned or handwritten copies of the application will not be accepted. Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.**

SECTION II: APPLICATION PROCESS

Application Review

Applications will be reviewed and assessed by Council staff and designated representatives who will consider the following:

1. Overall quality and completeness of the application,
2. Demonstration of clear, measurable, and appropriate standards,

3. Demonstration of need, including geographic location, local demographics, local statistics, other financial resources, etc., and
4. Adequate correlation between the cost of the project and the objective(s) to be achieved.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment to fund an application or to fund at the amount requested.** Decisions related to these budget areas are based on both eligibility and reasonableness. The Council has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Competitive Funding Decisions

All funding decisions related to the program application received in response to this solicitation are made by the Council. Applicants will be informed of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by the Executive Director of the Council. Applicants can appeal the initial funding decision but must do so within fifteen (15) business days of the date on the denial notice.

Once an award is made, it is within the discretion of the Council to determine that a grantee is not compliant with applicable policies. Upon such a determination, the Council may terminate further funding and require reimbursement of grant funds.

Use of Funds

For this grant period, funds can be used to administer law enforcement training in the following areas:

- Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas),
- Crisis Intervention Team (CIT) training,
- Training to support mental health, and
- School Safety

Restriction of Funds

Grant funds cannot be used for: incentives, purchase of vehicles, overall agency supplies, equipment not specifically related to training, construction projects, or administrative overhead.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant state or local funds that have been appropriated for the same purpose. Generally, supplanting occurs when a government or program reduces local, state, or other available funds for an activity specifically because state grant funds are available (or expected to be available) to fund that same activity. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in local or state resources occurred for reasons other than the receipt or expected receipt of state grant funds.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

If awarded, grantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The grantee will be unable to request funds until the award documents are submitted to the Council.

Special Conditions

At the time of the grant award, the Council will assign special conditions as deemed appropriate for the program. The special conditions will outline the grantee's responsibilities as well as state regulations that must be followed as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed and signed.

This is a reimbursement grant. If awarded funds, the awarded agency will be required to submit check stubs and copies of invoices to the Council for reimbursement on a quarterly basis.

Performance Measures and Reporting Requirements

Grantees are required to participate in data collection activities. Progress reports serve as a record for the implementation of the project. Statistics for progress reports must be collected on a quarterly basis throughout the duration of the grant period. Reports must, at a minimum, identify the grantees and award amounts, summaries of training programs, the number of officers who received the training, and any project goals identified by the grantees. Grantees must keep accurate records as source documentation to support the information in the reports.

Submission of performance measures data is not required for the application.

SECTION IV: APPLICATION ATTACHMENTS

Program Narrative

All applicants must complete a project narrative describing the proposed training program being requested. The following elements are required in the project narrative.

- **Project Description:** Provide a description of the type of training being sought for agency personnel that will be implemented or expanded. Please include the agency's name, agency type, and year founded. Include the geographic area targeted (if applicable), estimated number of individuals who will be served during the grant period, and relevant characteristics of the project.
- **Needs Statement:** Provide a statement of the specific problem(s) or gap(s) that the project will address.
- **Project Goals:** State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area.

- **Project Activities and Services:** Describe the project's service delivery plan. In other words, explain how the agency will achieve the project's goals. Outline who will conduct the activities and/or provide services, what the activities and services are, a timeline for accomplishing the activities, where services will be delivered, and why the activities and services are needed to achieve the stated goals. Please also explain how the plan for project activities and services will meet the target population's needs as described in the needs statement. **For this application, each applicant must demonstrate how the proposed training program is related to one of the purpose areas.**
- **Resources Needed:** In this section, please clearly explain the resources needed to conduct, enhance, and/or expand the project activities and services necessary to achieve the project's goals. For example, if funds are requested for training in de-escalation, explain how grant funding will enhance these resources and enable the project to be conducted.

Budget

All applicants must attach a budget using the provided Detailed Budget Worksheet. All line items within the budget are subject to review and approval. Decisions related to these budget line items will be made by the Council and will be based on the justification of costs in relation to project activities and reasonableness of costs based on current market rates. **Once the downloaded budget worksheet is completed, please save as a **xlsx** worksheet disabling the macros to allow the document to be successfully uploaded.**

W-9 and Vendor Management Forms

W-9 and Vendor Management Forms should be completed by the fiscal agent who will be responsible for managing the grant. All local law enforcement agencies should have either their city or county government complete the attached documents as they will be responsible for acting as the fiscal agent for this grant program, should funds be awarded.

Timeline

A timeline detailing project activities and persons responsible for carrying out the activities or services for the grant award period must be included.

SECTION V: HOW TO APPLY

How to Apply

Submit the completed application, including the requested information and all required attachments, through the link within the application provided on the Council's website at: <https://cjcc.georgia.gov/grants/funding-opportunities/current-grant-opportunities>. To be eligible for funding consideration, a complete application must be submitted by **5:00 p.m. on Monday, August 15, 2022.**

ALPHARETTA POLICE DEPARTMENT

TO: Criminal Justice Coordinating Council

FROM: John F Robison, Chief of Public Safety

DATE: August 15, 2022

SUBJECT: Program Narrative

This document shall serve as the program narrative for the FY2023 Law Enforcement Training Program Competitive Request for Grant Funds.

Project Description:

The Alpharetta Police Department is a municipal police agency in north metro-Atlanta. The Alpharetta Police Department has worked diligently to establish itself in the Georgia Law Enforcement community as a progressive, training focused agency. Due to various external factors, we are limited with funds and resources to buy training equipment and provide our officers with the appropriate level of use of force/de-escalation training outside of minimum state requirements. The Alpharetta Police Department is seeking to obtain funds for one training initiative (Use of Force,Deescalation) and to build on other training programs:

1. Virtual Reality (VR) training system for scenario training. This system is the most technologically advanced training tool on the market today. This system allows trainers to completely immerse officers in scenarios with a level of simulation that is very close to the real thing. This tool allows our officers to deal with real world scenarios that will teach them and allow them to develop and improve their verbal and tactical skills by stress inoculation. When an officer applies good verbal and tactical skills in real world scenarios it greatly improves their ability deescalate situations without using higher levels of force. When the elevation of force is used it is done timelier and often results in a lower level of force being applied and still achieving the desired goal.
2. Simunition Equipment. This equipment is needed to build on the de-escalation/use of force VR Training. Once officer's skills have been developed and refined on the VR System, we will put them in the real-life scenarios with the Simunition equipment and live simulated victims, suspects that may or may not be armed. The Simunition Equipment allows the officer to feel the stress when a suspect pulls a Simunition gun on them and they feel the pain if they are shot with the Simunition training round. This is the highest level of stress inoculation that we can achieve in a training environment. Stress inoculation is used in various ways in various training sessions and has been found to be extremely effective training.

Needs Statement:

While the department has recently moved into a new training facility, funds were not provided for the purchase of a VR system or an adequate amount of Simunition equipment. These shortcomings have limited the quality of real-world scenarios focusing on use of force/de-escalation.

Project Goals:

The goal of this project is to provide our officers with the most effective and efficient use of force/de-escalation. The ability to effectively de-escalate situations reduces the need to use physical force, when force is needed the level of force is often reduced.

Project Activities and Services:

1. Virtual Reality (VR) Training System- Upon grant award, we will contact the product vendor who is chosen to provide the equipment. This process will comply with City of Alpharetta purchasing requirements based on product cost. The VR System will be a mobile unit that does not need to be installed and can be used almost anywhere.
Once the VR System is operational and the instructors are trained the Alpharetta Training Staff will conduct a minimum of quarterly scenario-based training sessions that focus on use of force and de-escalation for every sworn officer. Since we have a dedicated training center, training will be conducted anytime day or night regardless of weather conditions. Working conditions for officers working any shift or unit can be duplicated which allows for the most realistic training which leads to better decisions.
2. Simunition Equipment- Upon grant award, we will contact the product vendor who is chosen to provide the equipment. This process will comply with City of Alpharetta purchasing requirements based on product cost. The Simunition equipment will be able to be used immediately as all of our instructors have training and experience in their use. The Alpharetta Training Staff will conduct a minimum of quarterly scenario-based training sessions that focus on use of force and de-escalation for every sworn officer. Since we have a dedicated training center training will be conducted anytime day or night regardless of weather conditions. Working conditions for officers working any shift or unit can be duplicated which allows for the most realistic training which leads to better decisions.

Resources Needed:

The resources provided by this grant will allow for the purchase of a VR Simulator and Simunition Equipment from the selected vendors. The addition of these items will immediately achieve our goal of providing realistic scenario-based training focusing on the enhancing of use of force/de-escalation training

Thank you for your consideration.

Respectfully Submitted,

John Robison, Chief of Public Safety

FY2023 Law Enforcement Training Program Grant

Timeline

TASK	COMPLETION DATE	PERSONNELL AFFECTED
Submit Grant	NLT 08/15/2022	Lt. Doug French
Grant Award Date	30 Days from Application Selection	N/A
Grant Acceptance	45 Days from Award Date	Chief John Robison
VR System, FX Purchase orders, 30 days from acceptance	TBD	Stephanie Cochrane
Schedule Instructor Training on VR System	TBD	Lt. Doug French
Grant Period Ends	September 30, 2022	N/A
Submit final invoices to CJCC	September 30, 2022	Stephanie Cochrane

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	449580
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 cmiller@alpharetta.ga.us
 ALPHARETTA, GA 30009

Ship To

ALPHARETTA, CITY OF
 EMAIL ALL INVOICES
 psfleet@alpharetta.ga.us
 Alpharetta, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.us

Contact: David Freeman
Telephone: 678-297-6300
E-mail: psfleet@alpharetta.ga.us

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/20/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIMU	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
MIKE WHITE			MIKE WHITE-Atlanta	Ofc. Rudy Cabral		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	5320761 SIMU 9MM FX RED MARKING RNDs - 500 RD CASE Warehouse: DROP Vin #: 50 ROUNDS PER BOX - 500 ROUNDS PER CASE DEPARTMENTAL PO & FET EXEMPTION CERTIFICATE REQUIRED FOR FET EXEMPT PRICING *****		276.0000	1,104.00
4	4	Y	5359102 SIMUNITION 5.56 FX BLUE MARKING ROUND - 500 RD CAS Warehouse: DROP Vin #:		353.0000	1,412.00
2	2	Y	5306003 SIMM 9MM SECURE BLANK LOUD GEN2-500RSD Warehouse: DROP Vin #: *REPLACES 5306001		212.0000	424.00
2	2	Y	5359108 SIM 5.56 SECURIBLANK TOXFREE - LOUD - 500 RD CS Warehouse: DROP Vin #: 20 ROUNDS PER BOX --- 500 ROUNDS PER CASE FOR M4 / M16 / C7 / C8 / G36 5358319 - 1000 RD CASE HAS BEEN DISCONTINUED *****		351.0000	702.00

Print Date	07/20/22
Print Time	07:41:14 PM
Page No.	1

Printed By: MIKE WHITE

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	449580
Customer No.	ALPHA

Bill To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
cmiller@alpharetta.ga.us
ALPHARETTA, GA 30009

Ship To

ALPHARETTA, CITY OF
EMAIL ALL INVOICES
psfleet@alpharetta.ga.us
Alpharetta, GA 30009

Contact:
Telephone: 678-297-6317
E-mail: psfleet@alpharetta.ga.us

Contact: David Freeman
Telephone: 678-297-6300
E-mail: psfleet@alpharetta.ga.us

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
07/20/22	GROUND SHIPMENT		PPAY & ADD TO INVOICE	SIMU	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
MIKE WHITE		MIKE WHITE-Atlanta		Ofc. Rudy Cabral		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
6	6	Y	5308990 SIMU M4/M16/AR15 CONVERSION BOLT W/O SPORTER BLC Warehouse: DROP Vin #: ***** INCLUDES DROP-IN BOLT ONLY. NOTE: FOR USE ONLY ON WEAPONS WITH NO SPORTER BLOCK ----- *****		299.0000	1,794.00
4	4	Y	5314350 SIMM GLOCK 17,22 GEN5 TO INCLUDE MOS CONVERSION Warehouse: DROP Vin #: Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		526.0000	2,104.00

Print Date	07/20/22
Print Time	07:41:14 PM
Page No.	2

Printed By: MIKE WHITE

Subtotal	7,540.00
Freight	226.20
Order Total	7,766.20



SUPPLIER (VENDOR) MANAGEMENT FORM

Agency Vendor Liaisons **MUST** review this form to ensure the supplier has completed the appropriate highlighted sections 2-5.

Agency Vendor Liaisons **MUST** complete Section 1 the "AGENCY LIAISON USE ONLY" section prior to submission to SAO.

SECTION 1 – STATE OF GEORGIA-AGENCY LIAISON USE ONLY

CHECK ONE AND ENTER ID NUMBER

Newly Assigned Supplier ID															
Existing TeamWorks Supplier ID															

SPECIFY TYPE OF ACTION(S) REQUESTED BY SUPPLIER (VENDOR)

Change Bank Acct - Enter Loc#		(Required for Bank Changes)
Change Address – Enter Addr ID#		(Required for Address Changes)
Classification Change		
HCM Vendor		
Statewide Contract (DOAS Use Only)		
Other (Provide Details in Section 6 and Initial)		

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier name and Tax ID listed below.

Liaison Name: _____ Agency BU#: _____
Signature: _____ Date: _____
Email: _____ Phone: _____

SECTION 2 – SUPPLIER IDENTIFICATION (Complete all applicable fields) **SUPPLIER USE ONLY**

FEI/SSN/TIN NUMBER: _____

SUPPLIER NAME: _____

PAYMENT ALT NAME: (IF PAYABLE TO DIFFERENT NAME) _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

COUNTRY: _____ DRIVERS LICENSE #: _____ DL STATE: _____

PRIMARY#: _____ EXT: _____ SECONDARY#: _____ EXT: _____

LANDLINE ☐ CELL ☐ (USED FOR IDENTITY VERIFICATION) LANDLINE ☐ CELL ☐ (USED FOR IDENTITY VERIFICATION)

CONTACT EMAIL: _____

SECTION 3 – BANK ACCOUNT INFORMATION (REQUIRED FOR ALL NEW SUPPLIERS OR BANKING CHANGES/ADDS FOR EXISTING SUPPLIERS) **SUPPLIER USE ONLY**

ROUTING # ACCOUNT #

☐	Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.
☐	Check here if this account can only be used for SPECIFIC purpose. _____ Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: _____
PYMT REMIT EMAIL: _____

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer _____ Signature of Company Officer _____ Date _____

SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

	Deactivate Supplier Profile (Enter justification in Section 6)										
	Reactivate Supplier Profile										
	Non- 1099 Applicable		1099 Applicable		1099-N		1099-M		Enter Code		<i>(Required for Form 1099-M)</i>
	Add <u>New</u> Bank Account (Must complete Section 3)										
	Change <u>Existing</u> Bank Account (Must complete Sections 1 & 3)										
	FEI/TIN Change (Cannot be changed if 1099 applicable)										
	Supplier (Business) Name Change										
	Add <u>Additional</u> Business Address (Must complete Section 2)										
	Change <u>Existing</u> Business Address (Must complete Sections 1 & 2)										
	Other (Provide Details in Section 6)										

SECTION 5 – TYPE OF BUSINESS (Check All That Apply)**BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY**

*Small Business	☐	Women Owned	☐	Hispanic – Latino	☐	African American	☐	Native American
GA Resident Business	☐	Minority Business Certified	☐	Asian American	☐	Pacific Islander	☐	Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if “Other” or “Deactivate” box checked in Section 4)



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By:

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: APPROVAL OF THE PERMANENT EASEMENT AND MAINTENANCE AGREEMENT BETWEEN BERBERIAN PROPERTIES, LLC AND THE CITY OF ALPHARETTA, GEORGIA AND AUTHORIZE THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

II. RECOMMENDATION:

Approve execution of the Permanent Easement and Maintenance Agreement between Berberian Properties, LLC and the City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents as part of the Consent Agenda.

III. REPORT IN BRIEF:

This pertains to the new Regions Bank on Haynes Bridge Road. As part of development, the new bank was requested by the City to expand the existing sidewalk from 5' wide to 8' wide along Old Milton Parkway. The development is expanding the sidewalk per our request within and adjacent to the Georgia Department of Transportation right-of-way. However, rather than quitclaim the property and lose their property frontage, the developer chose to provide an access and maintenance easement, which is attached for Council's consideration.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Berberian Properties Easement

AFTER RECORDING, RETURN TO:

Molly Esswein, Esq.
Jarrard & Davis, LLP
222 Webb St.
Cumming, Georgia 30040

STATE OF GEORGIA
COUNTY OF FULTON

PERMANENT EASEMENT AND MAINTENANCE AGREEMENT

THIS PERMANENT EASEMENT AND MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between BERBERIAN PROPERTIES, LLC, a California limited liability company ("Grantor") and the CITY OF ALPHARETTA, GEORGIA, a Georgia municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located at the southwest corner of Old Milton Parkway and Haynes Bridge Road, Alpharetta, Georgia and being more particularly described in the attached Exhibit "A" (the "GDOT Plan"), a .588-acre parcel located at Fulton County Tax Parcel 12 258406951078 and being commonly referred to as 11790 Haynes Bridge Road, Alpharetta, Georgia 30009 ("Grantor's Property"); and

WHEREAS, there is, adjacent to Grantor 's Property, a currently-constructed sidewalk measuring approximately five feet (5') in width as shown on the GDOT Plans and which is public right-of-way; and

WHEREAS, Grantor has agreed to allow Grantee to expand the existing five feet (5') sidewalk to a total width of eight feet and no inches (8'0"), wherein the additional three feet (3') of sidewalk is referred to as the "Sidewalk Improvement" wherein such Sidewalk Improvement will encroach into Grantor's Property;

WHEREAS, Grantor has agreed to grant to Grantee a sidewalk easement over a portion of Grantor's Property, encompassing 430 sq. ft. and +/- .01 acres, as more fully depicted on the GDOT Plans and which is hereinafter referred to as the "Sidewalk Easement Area."

NOW , THEREFORE , for and in consideration of Ten and no/100ths Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

Grantor hereby grants, bargains, and conveys to Grantee a perpetual easement in, to, over, across, and through the Sidewalk Easement Area to construct the Sidewalk Improvement as more specifically described in the GDOT Plans (Exhibit A) which, for the purpose of more specifically identifying the Sidewalk Improvement, are incorporated herein by reference. Grantee shall indemnify, defend, and hold harmless Grantor from any loss, cost, damage, or expense claimed, asserted, sustained, or asserted against Grantor by reason of the construction or maintenance of the Sidewalk Easement Area and the Sidewalk Improvement, except for damages resulting from Grantor's negligence or intentional acts. Grantee may, when deemed necessary in the reasonable discretion of Grantee, maintain, repair and/or replace the Sidewalk Improvement; provided, however, that no cost or expense shall be incurred by Grantor in connection with the maintenance, repair, or replacement of improvements now or hereafter located on Grantor's Property via this Sidewalk Easement Area. Grantor shall not obstruct, nor allow any of its tenants, occupants, employees, agents or invitees to obstruct the free flow of pedestrian and non-motorized traffic in, over, across or through the Sidewalk Easement Area or Sidewalk Improvement or obstruct or otherwise hinder the use, enjoyment, or exercise of any of the rights conveyed in this easement. This Sidewalk Easement Area shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns, as the case may be, and those claiming by, through, or under any of them.

This Easement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this easement or application thereof shall to any extent be invalid or unenforceable, the remainder of this easement, or the applicability of any such other provision shall not be affected thereby, and each provision of this easement shall be valid and enforceable to the fullest extent permitted by law.

[signatures on following page]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, and Grantee has caused these presents to be executed under seal as of the date first above written.

GRANTOR:

BERBERIAN PROPERTIES, LLC

By: Dean Arakelian

Name: Dean Arakelian

Title: President

W

Witness

Sworn to and subscribed before me
this ____ day of ____, 2022.

Notary Public

GRANTEE:

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Witness

Sworn to and subscribed before me
this ____ day of ____, 2022.

Notary Public

APPROVED AS TO FORM:

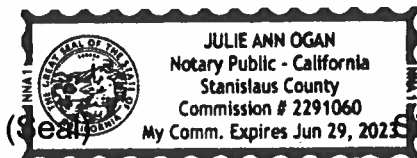
Molly Esswein, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

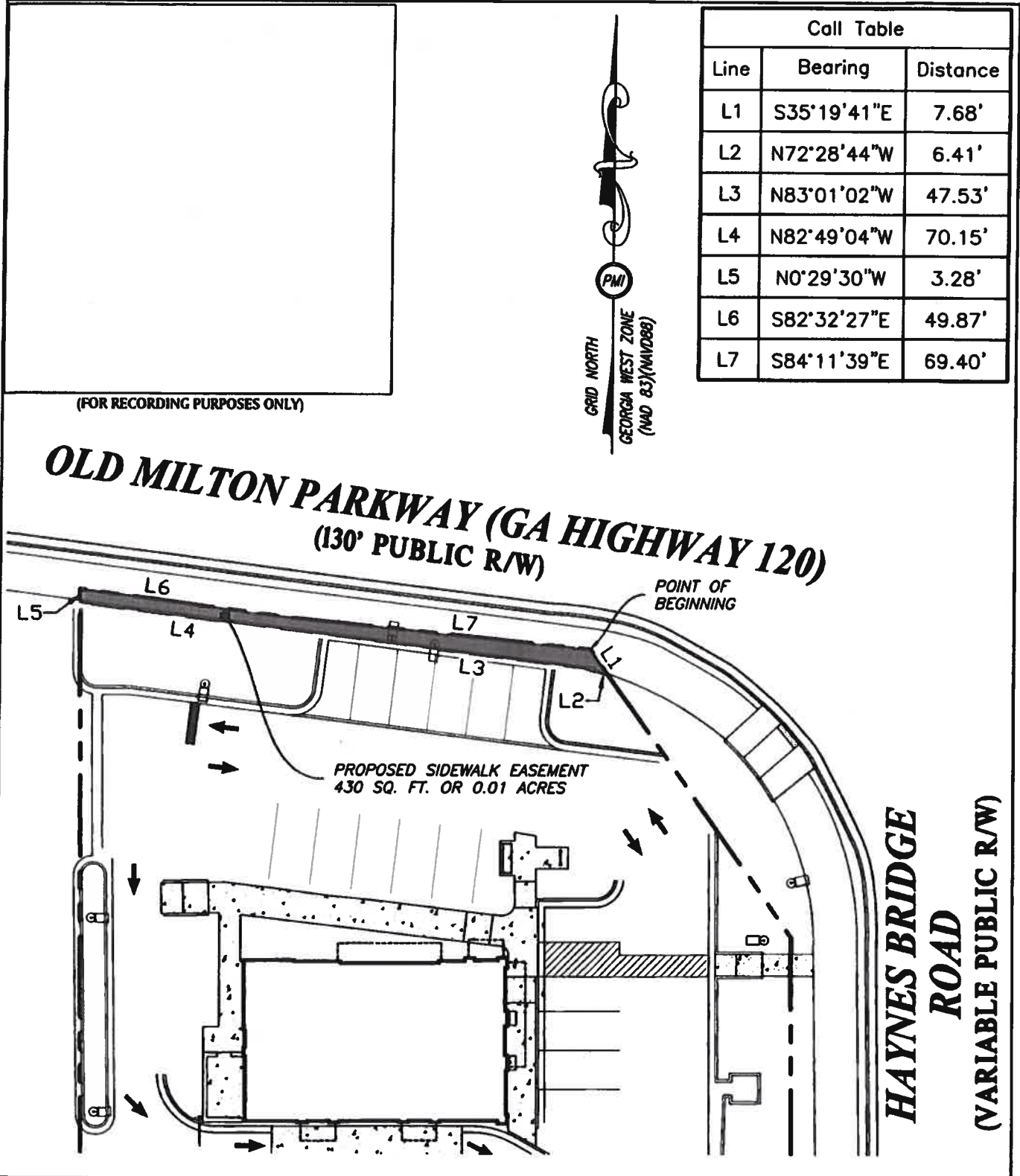
State of California
County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 10th
day of August, 2022, by Dean Arakelian

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature Julie Ann Ogan



PROJECT NUMBER: 2021149

DATE: 3/30/2022

FIELD DATE: N/A

DRAWN BY: MBR

CHECKED BY: MRE

FILE NAME: REGIONS EXHIBIT

SHEET 1 OF 1

SIDEWALK EASEMENT EXHIBIT

**11790 HAYNES
BRIDGE ROAD**

LAND LOT 695
1ST DISTRICT, 2ND SECTION
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

NOT VALID WITHOUT SEAL AND SIGNATURE FOR THE FIRM PAULSON MITCHELL,



LAND PLANNERS
ENGINEERS SURVEYORS
TRANSPORTATION
LANDSCAPE ARCHITECTS

85-A MILL STREET
SUITE 200
ROSWELL, GEORGIA 30075
VOICE 770.630.7685
FAX 770.630.7684
www.paulsonmitchell.com



STAFF REPORT

Submitting Department: Legal

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: APPROVAL OF CONFLICT WAIVER BETWEEN THE CITY OF MILTON AND THE CITY OF ALPHARETTA, GEORGIA FOR THE PURPOSES OF PREPARING AN INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO THE HOUSING OF INMATES AT THE ALPHARETTA JAIL

II. RECOMMENDATION:

Approve the Conflict Waiver between the City of Milton and the City of Alpharetta, Georgia for the purposes of preparing an Intergovernmental Agreement with respect to the housing of inmates at the Alpharetta Jail 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:

The City of Alpharetta and Fulton County are in the process of negotiating an Intergovernmental Agreement for the operation of the City of Alpharetta's jail.

Later on, separate Intergovernmental Agreements will be needed with the other Fulton County municipalities for use of the jail. As Milton anticipates being one of those cities who will utilize the jail, and because Jarrard and Davis currently represents the City of Milton, the City Attorney is asking Mayor and City Council to consider a conflict waiver for the purposes of a future Intergovernmental Agreement between both the City of Alpharetta and the City of Milton.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Conflict Waiver Jail IGA

WAIVER OF CONFLICT

WHEREAS, THE CITY OF MILTON (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties;” and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Milton and Alpharetta have an interest in preparing an Intergovernmental Agreement with respect to the housing of inmates at the Alpharetta Jail (the “Project”); and

WHEREAS, this Intergovernmental Agreement will involve other local governments, to include Fulton County and the Fulton County Sheriff’s Office;

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP’s representation of both Parties regarding the Project is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between the Parties and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties’ best interests, in connection with the Project.

NOW THEREFORE, in light of the above, the governing bodies of Milton and

Alpharetta, having considered this issue, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Alpharetta have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the Parties with respect to the Intergovernmental Agreement.

This _____ day of _____, 2022.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Submitting Department: Legal

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: RIGHT OF ENTRY, INDEMNIFICATION AND MAINTENANCE AGREEMENT BETWEEN PAPPAS RESTAURANTS, INC. AND THE CITY OF ALPHARETTA

II. RECOMMENDATION:

Approve execution of the Right of Entry, Indemnification and Maintenance Agreement between Pappas Restaurants, Inc. and the City of Alpharetta and authorize the Mayor to sign all necessary documents as part of the Consent Agenda.

III. REPORT IN BRIEF:

This is a sign relocation associated with the Davis Drive Extension project. The Pappas (Pappadeux) parcel has already closed, but Pappas asked to relocate its monument sign within the expanded right-of-way after its sign was removed due to the project.

This Right of Entry, Indemnification, and Maintenance Agreement will allow Pappas to enter the City's right-of-way to relocate and install its monument sign, while indemnifying the City and also agreeing to be responsible for repair or maintenance to the City's right-of-way or public improvements, as a result of Pappas installation of the monument sign.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Pappas Right of Entry Indemn Maint Agmt

RIGHT OF ENTRY, INDEMNIFICATION AND MAINTENANCE AGREEMENT

THIS Right of Entry, Indemnification and Maintenance Agreement (hereinafter the "Agreement"), made this ____ day of _____ 2022, is between PAPPAS RESTAURANTS, INC., a Texas corporation, with offices located at 13939 Northwest Freeway, Houston, Harris County, Texas 77040, (referred to hereafter as "Pappas"), and CITY OF ALPHARETTA, a municipal corporation of the State of Georgia ("Alpharetta" or the "City"), (Pappas and the City may be collectively referred to herein as the "Parties");

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. RIGHT OF ENTRY

Pappas, its members, employees, representatives, contractors, and agents, are given the right to enter in and upon the City's right-of-way located within the area shaded in yellow as depicted on the right of way plans attached hereto as Exhibit "A" (hereinafter referred to as the "Subject Property") and incorporated by reference. Notwithstanding any contrary provisions contained within the City's Unified Development Code or any ordinance governing signage, this right of entry onto the Subject Property shall include the right to enter to perform maintenance of the Subject Property as described below, to install Private Improvements as defined in Paragraph 2 of this Agreement, and to perform any other acts or obligations permitted or required as set forth below. The installation of any Private Improvements shall be subject to the submission and approval of a development plan to the Public Works Director, which shall include the specific location of the proposed installation of the Private Improvements, the precise location of the proposed power line, which shall be installed underground, and details regarding any landscaping to be installed on the Subject Property. The installation of any Private Improvements shall also be subject to Pappas obtaining a sign permit, provided, however, that no fees will be charged for any sign permit.

2. CITY INDEMNIFICATION FOR PRIVATE IMPROVEMENTS

Pappas, its attorneys, consultants, agents, servants, officers, partners, employees, heirs, successors, assigns, other representatives, and/or any other person acting on their behalf hereby

agrees to indemnify and hold harmless Alpharetta, its attorneys, consultants, agents, officers, servants, partners, employees, heirs, successors, assigns, elected officials, other representatives, and/or any other person acting on its behalf from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments and claims for attorneys' fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the failure to properly install, maintain, repair, or replace the following approved private improvements, irrespective of any judicial or administrative determination of ownership, control, or maintenance:

Improvements, limited to one business sign and a corresponding power line, as well as landscaping (hereinafter collectively referred to as the "Private Improvements"), which Pappas may install, build, or construct, and for which Pappas shall be responsible for maintaining within the City's right-of-way located within the Subject Property as depicted on Exhibit "A."

3. CITY INDEMNIFICATION FOR PUBLIC IMPROVEMENTS

Pappas, its attorneys, consultants, agents, servants, officers, partners, employees, heirs, successors, assigns, other representatives, and/or any other person acting on their behalf, hereby agrees to indemnify and hold harmless Alpharetta, its attorneys, consultants, agents, servants, officers, partners, employees, heirs, successors, assigns, elected officials, other representatives, and/or any other person acting on its behalf from and against any and all rights, claims, warranties, demands, debts, damages, accounts, agreements, obligations, liabilities, liens, costs, expenses, charges, losses, judgments, and claims for attorneys' fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, due to the damage, destruction, deterioration, or failure of any publicly-owned utility systems, other public works activities, or any other City-permitted improvement of any kind existing within the Subject Property as of the Effective Date of this Agreement (the "Public Improvements") located within, under, or adjacent to the Subject Property, arising out of the failure to properly install, maintain, repair, or replace the Private Improvements.

4. AGREEMENT TO REPAIR RIGHT OF WAY OR PUBLIC IMPROVEMENTS

Pappas hereby agrees that it shall be solely and exclusively responsible for the replacement, repair, alteration, and/or modification of the City's right of way or any Public Improvements caused directly or indirectly by the failure to properly install, maintain, repair, or replace any or all of the Private Improvements located in or upon the Subject Property.

5. MAINTENANCE OF IMPROVEMENTS; REMOVAL

Any manipulation of the City right of way by Pappas, its attorneys, consultants, agents, servants, officers, partners, employees, heirs, successors, assigns, other representatives, and/or any other person acting on their behalf, be it for maintenance, repair, replacement, or otherwise, shall be performed in such a manner so as to leave the City's right of way in a clean condition and Pappas shall remove all dirt, debris, or other foreign materials and objects therefrom, fill any and all trenches and/or cuts, and shall reseed and/or resod any and all areas within which dirt has been exposed as a result of such manipulation.

Alpharetta or the Alpharetta Public Works Director ("Director"), or his or her designee, for cause, and upon written notice to Owners, may at any time require the removal of the Private Improvements located within any City right of way located within or bordering the Subject Property, said removal to be at Pappas' sole cost and expense. "For cause" reasons for removal of Private Improvements are listed in Paragraph 6 below.

6. REVOCATION OR VOIDING OF AGREEMENT

For the purposes of this Agreement, "for cause" reasons that removal of the Private Improvements may be required are failure of Pappas to maintain the agreed upon area of the Subject Property in accordance with this Agreement, illegal conduct on the Subject Property, including violations of City Ordinances regarding the maintenance and upkeep of real property and violations of City Ordinances regarding permitting and licensing, a determination by the Director of the Public Works Department of the City of Alpharetta or their designee that the Subject Property is needed for a public use or project. This Agreement shall expire automatically upon the dissolution of Pappas Restaurants, Inc., sale of Pappas Restaurants, Inc. to another entity or individual, or a cessation of Pappas Restaurants, Inc's business operations at 10795 Davis Dr,

Alpharetta, GA 30009. Upon the happening of any of the conditions in this Paragraph, the rights granted to Pappas by this Agreement shall be revoked and the Agreement shall be void.

7. AGREEMENT BINDING ONLY UPON PARTIES

This Agreement shall be binding upon Pappas and the City and shall constitute a personal covenant of the Parties that will not run with the land or bind the Parties' successors in interest or assigns upon transfer of ownership or interest in the land.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Signed, sealed, and delivered this 22nd
day of August, 2022
in the presence of:

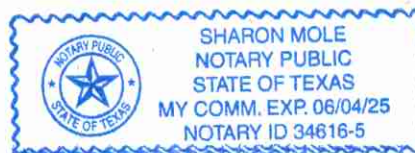
Claire Rodriguez
Unofficial Witness - Claire Rodriguez

Sharon Mole
Notary Public
My commission expires:

PAPPAS RESTAURANTS, INC.

By: C. J. Pappas
Name: Christopher J. Pappas
Title: Vice President

(SEAL)



(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CITY OF ALPHARETTA, GEORGIA

Signed, sealed, and delivered this _____
day of _____, 2022
in the presence of:

By: _____
Jim Gilvin, Mayor

Unofficial Witness

Attest:

Notary Public
My commission expires:

Lauren Shapiro, City Clerk

(CITY SEAL)

EXHIBIT A

Site plan showing the proposed stormceptor location and associated easements. The plan includes the following details:

- Proposed Stormceptor:** Located at the intersection of Davis Drive and the unnamed road. The stormceptor is labeled "ST-1" and "PROPOSED STORMCEPTOR MODEL STC-4501".
- Easements:**
 - 5'x10' sign easement:** A yellow-shaded area adjacent to the stormceptor.
 - 5' easement for electrical:** A yellow-shaded area adjacent to the sign easement.
 - 10' FEET FROM CURB:** A setback line from the curb.
 - 10' FROM SIDEWALK:** A setback line from the sidewalk.
 - EXISTING PROPERTY LINE:** The boundary of the existing property.
- Other Features:**
 - Manholes:** A-1, A-2, and ST-1.
 - Stormceptor:** STC-4501.
 - Notes:**
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"
 - "DO NOT DISTURB"
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"

Site plan showing the proposed stormceptor location and associated easements. The plan includes the following details:

- Proposed Stormceptor:** Located at the intersection of Davis Drive and the unnamed road. The stormceptor is labeled "ST-1" and "PROPOSED STORMCEPTOR MODEL STC-4501".
- Easements:**
 - 5'x10' sign easement:** A yellow-shaded area adjacent to the stormceptor.
 - 5' easement for electrical:** A yellow-shaded area adjacent to the sign easement.
 - 10' FEET FROM CURB:** A setback line from the curb.
 - 10' FROM SIDEWALK:** A setback line from the sidewalk.
 - EXISTING PROPERTY LINE:** The boundary of the existing property.
- Other Features:**
 - Manholes:** A-1, A-2, and ST-1.
 - Stormceptor:** STC-4501.
 - Notes:**
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"
 - "DO NOT DISTURB"
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"

Site plan showing the proposed stormceptor location and associated easements. The plan includes the following details:

- Proposed Stormceptor:** Located at the intersection of Davis Drive and the unnamed road. The stormceptor is labeled "ST-1" and "PROPOSED STORMCEPTOR MODEL STC-4501".
- Easements:**
 - 5'x10' sign easement:** A yellow-shaded area adjacent to the stormceptor.
 - 5' easement for electrical:** A yellow-shaded area adjacent to the sign easement.
 - 10' FEET FROM CURB:** A setback line from the curb.
 - 10' FROM SIDEWALK:** A setback line from the sidewalk.
 - EXISTING PROPERTY LINE:** The boundary of the existing property.
- Other Features:**
 - Manholes:** A-1, A-2, and ST-1.
 - Stormceptor:** STC-4501.
 - Notes:**
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"
 - "DO NOT DISTURB"
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"

Site plan showing the proposed stormceptor location and associated easements. The plan includes the following details:

- Proposed Stormceptor:** Located at the intersection of Davis Drive and the unnamed road. The stormceptor is labeled "ST-1" and "PROPOSED STORMCEPTOR MODEL STC-4501".
- Easements:**
 - 5'x10' sign easement:** A yellow-shaded area adjacent to the stormceptor.
 - 5' easement for electrical:** A yellow-shaded area adjacent to the sign easement.
 - 10' FEET FROM CURB:** A setback line from the curb.
 - 10' FROM SIDEWALK:** A setback line from the sidewalk.
 - EXISTING PROPERTY LINE:** The boundary of the existing property.
- Other Features:**
 - Manholes:** A-1, A-2, and ST-1.
 - Stormceptor:** STC-4501.
 - Notes:**
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"
 - "DO NOT DISTURB"
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"

Site plan showing the proposed stormceptor location and associated easements. The plan includes the following details:

- Proposed Stormceptor:** Located at the intersection of Davis Drive and the unnamed road. The stormceptor is labeled "ST-1" and "PROPOSED STORMCEPTOR MODEL STC-4501".
- Easements:**
 - 5'x10' sign easement:** A yellow-shaded area adjacent to the stormceptor.
 - 5' easement for electrical:** A yellow-shaded area adjacent to the sign easement.
 - 10' FEET FROM CURB:** A setback line from the curb.
 - 10' FROM SIDEWALK:** A setback line from the sidewalk.
 - EXISTING PROPERTY LINE:** The boundary of the existing property.
- Other Features:**
 - Manholes:** A-1, A-2, and ST-1.
 - Stormceptor:** STC-4501.
 - Notes:**
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"
 - "DO NOT DISTURB"
 - "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)"

Site plan showing proposed stormceptor (ST-1) and proposed sign (S) location. The sign is located 10' from the sidewalk and 10' from the curb. The sign is within a 5' easement for electrical and a 5'x10' sign easement. The plan also shows existing property lines, easements, and various survey points. Notes include "REMOVE EX. PVMT GRASS & GRADE TO DRAIN (COST TO BE INCLUDED IN GRADING COMPLETE)" and "DO NOT DISTURB".

The site plan illustrates the proposed stormwater management structure (ST-1) and its associated easements. Key features include:

- Proposed Stormwater Management Structure (ST-1):** A circular structure with a diameter of 36.0 feet, located near the intersection of Davis Drive and the existing right-of-way (R/W).
- Easements:**
 - 10' FROM SIDEWALK:** A red callout indicating a 10-foot easement from the sidewalk to the structure.
 - 10' FEET FROM CURB:** A red callout indicating a 10-foot easement from the curb to the structure.
 - 5' easement for electrical:** A red callout indicating a 5-foot easement for electrical service.
 - 5'x10' sign easement:** A red callout indicating a 5-foot by 10-foot easement for a sign.
- Existing Property Line:** A red callout indicating the existing property line.
- Other Features:**
 - DAVIS DRIVE:** The main road running horizontally across the top of the plan.
 - EXIST. R/W:** Existing right-of-way lines.
 - RECD. R/W:** Recorded right-of-way lines.
 - CONC. APRON:** Concrete apron area.
 - TP D:** Top of drainage structure.
 - ENC. 52:** Enclosure 52.
 - ENC. 51:** Enclosure 51.
 - ENC. 50:** Enclosure 50.
 - ENC. 49:** Enclosure 49.
 - ENC. 48:** Enclosure 48.
 - ENC. 47:** Enclosure 47.
 - ENC. 46:** Enclosure 46.
 - ENC. 45:** Enclosure 45.
 - ENC. 44:** Enclosure 44.
 - ENC. 43:** Enclosure 43.
 - ENC. 42:** Enclosure 42.
 - ENC. 41:** Enclosure 41.
 - ENC. 40:** Enclosure 40.
 - ENC. 39:** Enclosure 39.
 - ENC. 38:** Enclosure 38.
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 - ENC. 35:** Enclosure 35.
 - ENC. 34:** Enclosure 34.
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 - ENC. 16:** Enclosure 16.
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 - ENC. 14:** Enclosure 14.
 - ENC. 13:** Enclosure 13.
 - ENC. 12:** Enclosure 12.
 - ENC. 11:** Enclosure 11.
 - ENC. 10:** Enclosure 10.
 - ENC. 9:** Enclosure 9.
 - ENC. 8:** Enclosure 8.
 - ENC. 7:** Enclosure 7.
 - ENC. 6:** Enclosure 6.
 - ENC. 5:** Enclosure 5.
 - ENC. 4:** Enclosure 4.
 - ENC. 3:** Enclosure 3.
 - ENC. 2:** Enclosure 2.
 - ENC. 1:** Enclosure 1.

The site plan illustrates the proposed stormwater management structure (ST-1) and its associated easements. Key features include:

- Proposed Stormwater Management Structure (ST-1):** A circular structure with a diameter of 36.0 feet, located near the intersection of Davis Drive and the existing right-of-way (R/W).
- Easements:**
 - 10' FROM SIDEWALK:** A red callout indicating a 10-foot easement from the sidewalk to the structure.
 - 10' FEET FROM CURB:** A red callout indicating a 10-foot easement from the curb to the structure.
 - 5' easement for electrical:** A red callout indicating a 5-foot easement for electrical service.
 - 5'x10' sign easement:** A red callout indicating a 5-foot by 10-foot easement for a sign.
- Existing Property Line:** A red callout indicating the existing property line.
- Other Features:**
 - DAVIS DRIVE:** The main road running horizontally across the top of the plan.
 - EXIST. R/W:** Existing right-of-way lines.
 - RECD. R/W:** Recorded right-of-way lines.
 - CONC. APRON:** Concrete apron area.
 - TP D:** Top of drainage structure.
 - ENC. 52:** Enclosure 52.
 - ENC. 51:** Enclosure 51.
 - ENC. 50:** Enclosure 50.
 - ENC. 49:** Enclosure 49.
 - ENC. 48:** Enclosure 48.
 - ENC. 47:** Enclosure 47.
 - ENC. 46:** Enclosure 46.
 - ENC. 45:** Enclosure 45.
 - ENC. 44:** Enclosure 44.
 - ENC. 43:** Enclosure 43.
 - ENC. 42:** Enclosure 42.
 - ENC. 41:** Enclosure 41.
 - ENC. 40:** Enclosure 40.
 - ENC. 39:** Enclosure 39.
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 - ENC. 23:** Enclosure 23.
 - ENC. 22:** Enclosure 22.
 - ENC. 21:** Enclosure 21.
 - ENC. 20:** Enclosure 20.
 - ENC. 19:** Enclosure 19.
 - ENC. 18:** Enclosure 18.
 - ENC. 17:** Enclosure 17.
 - ENC. 16:** Enclosure 16.
 - ENC. 15:** Enclosure 15.
 - ENC. 14:** Enclosure 14.
 - ENC. 13:** Enclosure 13.
 - ENC. 12:** Enclosure 12.
 - ENC. 11:** Enclosure 11.
 - ENC. 10:** Enclosure 10.
 - ENC. 9:** Enclosure 9.
 - ENC. 8:** Enclosure 8.
 - ENC. 7:** Enclosure 7.
 - ENC. 6:** Enclosure 6.
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 - ENC. 19:** Enclosure 19.
 - ENC. 18:** Enclosure 18.
 - ENC. 17:** Enclosure 17.
 - ENC. 16:** Enclosure 16.
 - ENC. 15:** Enclosure 15.
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STAFF REPORT

Submitting Department: Administration

Submitted By: Lauren Shapiro

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: LOST INTERGOVERNMENTAL AGREEMENT: COST SHARING APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTACHOOCHIEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, AND CITY OF SANDY SPRINGS, GEORGIA FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

Approve an Intergovernmental Agreement by and among City of Alpharetta, Georgia, City of Atlanta, Georgia, City of Chattahoochee Hills, Georgia, City of College Park, Georgia, City of East Point, Georgia, City of Fairburn, Georgia, City of Hapeville, Georgia, City of Johns Creek, Georgia, City of Milton, Georgia, City of Mountain Park, Georgia, City of Palmetto, Georgia, City of Roswell, Georgia, City of South Fulton, Georgia, and City of Sandy Springs, Georgia for sharing of certain costs related to Local Option Sales Tax Negotiation with Fulton County, Georgia.

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: \$13,000 FUNDED FROM AVAILABLE
PROFESSIONAL SERVICES BUDGET - ADMIN

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

This Intergovernmental Agreement is between all Fulton County cities participating in the LOST negotiations for the purposes of outlining a cost-sharing arrangement for public/media relations and/or public engagement services ("services"). These services are for the purposes of developing and implementing a campaign effort to educate and prepare the public regarding this potential loss of revenue and to advocate for citizens to engage their Fulton County commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenues.

If approved, the City of Alpharetta shall contribute 6.170% of the total costs, which is based on the city's percentage of the total population, as shown in 2020 census data. Further, the participating cities agree that Sandy Springs shall be authorized to negotiate agreement with each of the firms providing services and will be responsible for managing the Cost and invoices from the firms providing services. As such, Sandy Springs will invoice the City of Alpharetta for its pro rata share of the Cost (6.170%) and the City shall be responsible for payment to Sandy Springs within thirty (30) days.

V. ALTERNATIVES:

VI. ATTACHMENTS:

LOST IGA PR

INTERGOVERNMENTAL AGREEMENT

BY AND AMONG

CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF SANDY SPRINGS, GEORGIA,

FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2022 ("Effective Date"), by and among **CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SANDY SPRINGS, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF UNION CITY, GEORGIA**, municipal corporations of the State of Georgia, acting by and through their duly elected governing bodies (together hereinafter referenced as "Participating Cities").

WITNESSETH:

WHEREAS, the local option sales tax ("LOST") is a one percent (1%) sales tax activated by a local referendum and imposed on the purchase, sale, rental, storage, use, or consumption of tangible personal property and related services; and

WHEREAS, Georgia law (O.C.G.A. §48-8-81) creates 159 special districts in Georgia for the purpose of levying a LOST and each of such special districts corresponds with one of Georgia's 159 counties; and

WHEREAS, in each special district where LOST is imposed, the counties and qualified municipalities enter into a distribution agreement that identifies each local government that will receive a portion of the sales tax revenues and lists the percentage that each local government will receive; and

WHEREAS, proceeds from LOST are collected by the Georgia Department of Revenue ("DOR") and disbursed directly to the counties and qualified municipalities based upon the distribution agreement; and

WHEREAS, LOST revenues are used by the qualified municipalities to fund services such as public safety, parks and recreation, municipal courts, and other local government services, and by counties to fund state-mandated services like county courts, jails, health departments, and other services; and

WHEREAS, LOST is one of the most significant sources of revenue for municipal governments in Georgia, second only to the property tax; and

WHEREAS, Fulton County constitutes one of the special districts in Georgia and is currently a party to a distribution agreement with qualified municipalities within Fulton County to share LOST proceeds based on a population-based formula; and

WHEREAS, Georgia law requires periodic renegotiation of the LOST distribution certificate based on specific triggering events, one being the decennial census; and

WHEREAS, with the release of the 2020 census data, all counties and municipalities that currently impose a LOST are required to begin to renegotiate the distribution certificate for the proceeds of the tax on or before July 1, 2022, and negotiations must conclude in a new distribution certificate filed with DOR by December 30, 2022; and

WHEREAS, pursuant to Georgia law, Fulton County and the Participating Cities have begun discussions and are currently in the process of renegotiating the distribution agreement and how the revenue is to be distributed among them; and

WHEREAS, there is disagreement among Fulton County and the Participating Cities as to how the LOST proceeds should be apportioned; and

WHEREAS, if a new distribution agreement is not reached by December 30, 2022, LOST will cease to be collected in Fulton County until a new referendum authorizing LOST is approved, with the possibility that the Participating Cities could lose a substantial revenue stream estimated between \$2 billion and \$3 billion; and

WHEREAS, the Participating Parties desire to develop and implement a campaign effort to educate and prepare the public regarding this potential loss of revenue and to advocate for citizens to engage their Fulton County commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenues; and

WHEREAS, to advance that effort, the Participating Cities desire to engage Robinson Republic, LLC/Ohio River South, Inc. and Bedrock Advocacy ("Firms"), full-service management and consulting services firms experienced in such campaigns; and

WHEREAS, the Participating Cities have determined that it is to their mutual advantage and benefit for each Participating City to share the cost of engaging the Firms to provide certain services, as more particularly described herein, and have further determined that the City of Sandy Springs ("Sandy Springs") shall contract with and make payment to the Firms for such services and that each Participating City shall reimburse Sandy Springs pro rata based on population, as more particularly described herein; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not

exceeding fifty (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; and

WHEREAS, it is the desire of the signatories hereto to enter into this cost-sharing Agreement pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement among the Participating Cities for the purpose of compensating the Firms to perform the services generally described in Exhibit A attached hereto and incorporated herein by this reference ("Services"). The Participating Cities agree that the cost for such Services, which includes reasonable out-of-pocket expenses (cost of Services plus out-of-pocket expenses together referenced as "Cost"), shall not exceed the total amount of Two Hundred Ten Thousand Dollars (\$210,000.00) without further approval of the Participating Cities. The Cost shall be allocated to the Firms as described in Exhibit A.

The Cost shall be shared among the Participating Cities as described in Exhibit B attached hereto and incorporated herein by this reference. The basis of the Cost-sharing formula described in Exhibit B is the Participating Cities' percentages of total population in the 2020 census data.

Section 2. Term and Termination

- a. Term. The term of this Agreement shall be from the Effective Date until December 30, 2022, unless extended, renewed, or earlier terminated, as may be provided in this Agreement.
- b. Termination. This Agreement may be terminated by agreement of all Participating Cities.

Section 3. Responsibilities

The Participating Cities agree that Sandy Springs shall negotiate the specific terms and conditions of an agreement with the Firms for the respective Services, based on the general scope of Services to be performed by each Firm, as described in Exhibit A. Sandy Springs shall further be responsible for managing the Cost and invoices from the Firms in a manner compliant with good accounting practices. Sandy Springs shall maintain copies of all receipts, invoices and/or spreadsheets for review by the Participating Cities in a manner that describes components of the Cost, the nature of such components, the date a Cost component was incurred, and any other information reasonably requested by the Participating Cities.

Upon receipt of an invoice from the Firms, together with supporting documentation that is acceptable to the Sandy Springs Chief Financial Officer, Sandy Springs shall invoice each Participating City for its pro rata share of the Cost so invoiced by the Firms, based on the percentages shown in Exhibit B.

Section 4. Cost Sharing

The Participating Cities agree to share the Cost in the pro rata percentages identified in Exhibit B. Upon receiving an invoice from Sandy Springs for any portion of the Cost, each Participating City shall be responsible for payment to Sandy Springs within thirty (30) days. No Participating City shall unreasonably withhold or delay payment of its pro rata share upon receipt of an invoice from Sandy Springs.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as shown on Exhibit C, attached hereto and incorporated by this reference.

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the Participating Cities with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the authorized representatives of the Participating Cities.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 10. Compliance with Law

The Participating Cities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. Counterparts

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

Section 13. Mediation

The Participating Cities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the undersigned Participating Cities have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the _____ day of _____, 2022.

CITY OF ALPHARETTA, GEORGIA

Jim Gilvin, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF ATLANTA, GEORGIA

Andre Dickens, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

Tom Reed, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF COLLEGE PARK, GEORGIA

Bianca Motley Broom, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF EAST POINT, GEORGIA

Deana Holiday Ingraham, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF FAIRBURN, GEORGIA

Elizabeth Carr-Hurst, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF JOHNS CREEK, GEORGIA

John Bradberry, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF MILTON, GEORGIA

Peyton Jamison, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF MOUNTAIN PARK, GEORGIA

Jim Still, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF PALMETTO, GEORGIA

J. Clark Boddie, Mayor

Attest:

City Clerk, Secretary

(Seal)

[Signatures Continued on Following Page]

CITY OF ROSWELL, GEORGIA

Kurt Wilson, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF SANDY SPRINGS, GEORGIA

Russell K. Paul, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

CITY OF UNION CITY, GEORGIA

Vince Williams, Mayor

Attest:

City Clerk

(Seal)

[Signatures Continued on Following Page]

EXHIBIT A

**GENERAL SCOPE OF SERVICES AND
ALLOCATION OF COST**

FIRM	GENERAL DESCRIPTION OF SERVICES*	NOT TO EXCEED COST
Robinson Republic, LLC/Ohio River South, Inc.	Public/Media Relations	\$110,000
Bedrock Advocacy	Public Engagement	\$100,000

*The Participating Cities agree that Sandy Springs shall be authorized to negotiate agreements with each of the Firms that describes the specific terms and conditions for the performance of the respective Services.

EXHIBIT B
COST-SHARING

Each Participating City shall pay a pro rata share of the Cost based on its respective percentage of total population as shown in 2020 census data, described below:

CITY	PRO-RATA SHARE
Alpharetta	6.170%
Atlanta	43.001%
Chattahoochee Hills	0.276%
College Park	1.215%
East Point	3.596%
Fairburn	1.545%
Hapeville	0.614%
Johns Creek	7.730%
Milton	3.871%
Mountain Park	0.054%
Palmetto	0.423%
Roswell	8.703%
Sandy Springs	10.132%
South Fulton	10.072%
Union City	2.515%

EXHIBIT C**NOTICES**

CITY	NOTICE TO:	COPY TO:
Alpharetta	Jim Gilvin, Mayor City of Alpharetta 2 S. Main Street Alpharetta, GA 30009 jgilvin@alpharetta.ga.us	Chris Lagerbloom City Administrator 2 S. Main Street Alpharetta, Georgia 30009 clagerbloom@alpharetta.ga.us
Atlanta	Andre Dickens Mayor and Chief Executive Officer Atlanta City Hall 55 Trinity Avenue SW Suite 2900 Atlanta, Georgia 30303-3584 adickens@atlantaga.gov	Nina Hickson City Attorney City of Atlanta Department of Law 55 Trinity Avenue Suite 5000 Atlanta, Georgia 30303 lawdepartment@atlantaga.gov
Chattahoochee Hills	Tom Reed, Mayor City of Chattahoochee Hills 6505 Rico Road Chattahoochee Hills, GA 30268 Tom.reed@chatthillsga.us	Robbie Rokovitz City Manager 6505 Rico Road Chattahoochee Hills, Georgia 30268 robbie.rokovitz@chatthillsga.us
College Park	Bianca Motley Broom, Mayor City of College Park City Hall 3667 Main Street College Park, Georgia 30337 bmotleybroom@collegeparkga.com	Sonya Harold City Hall 3667 Main Street College Park, Georgia 30337 sonya.harold@collegeparkga.com
East Point	Deana Holiday Ingraham, Mayor City of East Point 2757 East Point Street East Point, GA 30344 dholidayingraham@EastPointCity.org	Deron King City Manager 2757 East Point Street East Point, Georgia 30344 cmoffice@eastpointcity.org

Fairburn	Mario Avery, Mayor City of Fairburn 56 Malone Street, S.W. Fairburn, Georgia 30213 mayoravery@fairburn.com	Tony Phillips City Administrator 56 Malone Street SW Fairburn, Georgia 30213 tphillips@fairburn.com
Hapeville	Alan Hallman, Mayor City of Hapeville 3468 North Fulton Avenue Hapeville, Georgia 30354 ahallman@hapeville.org	Tim Young City Manager 3468 North Fulton Avenue Hapeville, Georgia 30354 tyoung@hapeville.org
Johns Creek	John Bradberry, Mayor City of Johns Creek 11360 Lakefield Drive Johns Creek, Georgia 30097 John.bradberry@johnscreekga.gov	Ed Densmore City Manager 11360 Lakefield Drive Johns Creek, Georgia 30097 ed.densmore@johnscreekga.gov
Milton	Peyton Jamison, Mayor City of Milton 2006 Heritage Walk Milton, GA 30004 Peyton.jamison@miltonga.gov	Steve Krokoff City Manager City Hall 2006 Heritage Walk Milton, Georgia 30004 Steven.krokoff@miltonga.gov
Mountain Park	Jim Still, Mayor City of Mountain Park 118 Lakeshore Drive Mountain Park, Georgia 30075 Jim.still@mountainparkgov.com	Jennifer Zalokar City Clerk 118 Lakeshore Drive Mountain Park, Georgia 30075 City.clerk@mountainparkgov.com
Palmetto	J. Clark Boddie, Mayor City of Palmetto P. O. Box 190 509 Toombs Street Palmetto, Georgia 30268 mayor@citypalmetto.com	Cynthia Hanson City Clerk P.O. Box 190 509 Toombs Street Palmetto, Georgia 30268 hanson@citypalmetto.com
Roswell	Kurt Wilson, Mayor City of Roswell 38 Hill Street, Suite 115 Roswell, Georgia 30075 mayorwilson@roswellgov.com	Randy Knighton City Administrator 38 Hill Street Suite 115 Roswell, Georgia 30075 rknighton@roswellgov.com
Sandy Springs	Eden E. Freeman City Manager 1 Galambos Way Sandy Springs, Georgia 30328 efreeman@sandyspringsga.gov	Dan Lee City Attorney 1 Galambos Way Sandy Springs, Georgia 30328 cityattorney@sandyspringsga.gov

South Fulton	Dr. Catherine Foster Rowell Councilwoman City of South Fulton 5440 Fulton Industrial Blvd. South Fulton, Georgia 30336 Catherine.rowell@cityofsouthfultonga.gov	Tammi Saddler Jones City Manager 5440 Fulton Industrial Boulevard South Fulton, Georgia 30336 tammi.jones@cityofsouthfultonga.gov
Union City	Vince Williams, Mayor City of Union City 5047 Union Street Union City, Georgia 30291 vwilliams@unioncityga.org	Sonja Fillingame City Manager 5047 Union Street Union City, Georgia 30291 sfillingame@unioncityga.org



A PROCLAMATION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA

"Constitution Week"

WHEREAS: The Constitution of the United States, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022 marks the two hundred and thirty-fourth (234th) anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: United States Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week.

NOW THEREFORE: We, the Mayor and City Council of the City of Alpharetta, Georgia, do hereby proclaim the week beginning September 17, 2022, as "CONSTITUTION WEEK" in the City of Alpharetta, and urge all citizens to reaffirm the ideals the drafters of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

SO PROCLAIMED THIS 19th DAY OF SEPTEMBER 2022.

Jim Gilvin, Mayor

Lauren Shapiro, City Clerk



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By:

Sponsored By:

Meeting Date: September 19, 2022

**I. AGENDA ITEM TITLE: MP-22-03 / Z-22-05 / CU-22-02 / V-22-07 / NORTH POINT REDEVELOPMENT
*DEFERRED: THIS ITEM HAS BEEN DEFERRED BY THE APPLICANT AND WILL NOT BE PRESENTED, HEARD, OR DISCUSSED DURING THIS MEETING. THIS ITEM HAS BEEN PLACED ON THE NOVEMBER 7, 2022 CITY COUNCIL MEETING & PUBLIC HEARING AGENDA.***

CONSIDERATION OF A MASTER PLAN AMENDMENT, REZONING, CONDITIONAL USE AND VARIANCES TO ALLOW FOR THE DEMOLITION OF APPROXIMATELY 464,000 SQUARE FEET OF THE EXISTING MALL INCLUDING 2 ANCHOR BOXES AND REDEVELOPMENT WITH 315,700 SQUARE FEET OF NEW RETAIL, RESTAURANTS AND CREATIVE OFFICE, 120,000 SQUARE FEET OF OFFICE, 150-ROOM HOTEL, 900 'FOR-RENT' UNITS, 36 'FOR-SALE' TOWNHOMES, AND APPROXIMATELY 19 ACRES OF OPEN SPACE ON 83.67 ACRES. A MASTER PLAN AMENDMENT IS REQUESTED TO THE NORTH POINT MALL MASTER PLAN TO MODIFY DEVELOPMENT REGULATIONS. A REZONING IS REQUESTED FROM PSC (PLANNED SHOPPING CENTER) TO MU (MIXED USE) AND A CONDITIONAL USE IS REQUESTED TO ALLOW DWELLING, 'FOR-RENT', DWELLING, 'FOR-SALE' ATTACHED, AND TO INCREASE THE ALLOWABLE DENSITY. VARIANCES ARE REQUESTED TO INCREASE BUILDING HEIGHT AND ENCROACH INTO THE GEORGIA 400 BUFFER FOR THE MARTA BRT AND MULTI-USE TRAIL. THE PROPERTY IS LOCATED AT 1000 NORTH POINT PARKWAY, 4500 NORTH POINT PLACE, 0 & 5000 NORTH POINT DRIVE, 2000 & 6000 NORTH POINT CIRCLE, AND 0 ROCK MILL ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOTS 688, 689, 700, 701, 702, 742 & 743, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
----------------------	---------------

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

CITY COUNCIL SPONSOR: STAFF INITIATED

I. **AGENDA ITEM TITLE:** PH-22-10 UNIFIED DEVELOPMENT CODE TEXT AMENDMENTS – BANNER SIGNS

CITY COUNCIL: SEPTEMBER 19, 2022

This item was considered at the 9/1/2022 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to changing 'retail and restaurant business' to 'commercial business' and adding the 'County' as it relates to roadway construction activities. Vote 7-0

II. **REPORT IN BRIEF:**

Consideration of text amendments to Unified Development Code (UDC) Section 2.6 Sign Code, to allow for an extension to the temporary banner permits for businesses fronting a roadway under construction by the city or the Georgia Department of Transportation.

DISCUSSION

The city's sign ordinance currently permits one banner per business for a 14-day period per calendar year or 2 banners with a 7-day maximum per calendar year. An amendment to the code is requested in order to provide the Director of Community Development authority, at the Director's sole discretion, to administratively allow a banner to remain past the 14-day period for a business that fronts a roadway that is under construction. The roadway construction must be a project under construction for 6 months or longer and a project overseen by the city, Georgia Department of Transportation or Fulton County. Multi-tenant properties would only be allowed a single banner and if banners are not maintained in good condition, removal would be required.

This change would help businesses along Main Street currently being impacted by the Georgia Department of Transportation (GDOT).

ATTACHMENTS:

- UDC Strike Through and Underline Edits

SECTION 2.6 SIGNS¹

2.6.11 General provisions.

E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

1. Banners shall be permitted for either one (1) fourteen (14) day period per calendar year per lot or two (2) seven (7) day periods per calendar year per lot. An individual banner permit may be divided into two (2) non-consecutive seven (7) day periods provided the dates are stated on the permit. However, in the case of lots which contain a shopping center (or strip shopping center) with multiple tenant spaces, each tenant space shall be allowed to erect or place a banner for either one (1) fourteen (14) day period per calendar year or two (2) seven (7) day periods per calendar year.

a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:

1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
2. The subject roadway construction is planned to continue for six (6) months or more following the date of the request for an extension; and
3. The subject roadway construction either:
 - a. Causes the removal of a monument sign; or
 - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears closed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
3. Banners shall not exceed 24 sq. ft. total area in size.

¹Editor's note(s)—Ord. No. 720 , § 2(Exh. A), adopted 2-22-2016, repealed former § 2.6 (2.6.1—2.6.14), and enacted a new § 2.6 as set out herein. The former § 2.6 pertained to similar subject matter and derived from the original codification and Ord. No. 713 , §§ 1—8, adopted Sept. 28, 2015.

-
4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.
 5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.
- F. PLACEMENT OF SIGNS. Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.
- G. CHANGEABLE COPY. Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)

AN ORDINANCE TO AMEND ARTICLE II OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REGULATIONS PERTAINING TO BANNER SIGNS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

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

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

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

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

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

WHEREAS, the City Council finds that the following amendments to the Unified Development Code 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 Council of the City of Alpharetta hereby ordains, as follows:

Section 1: Article II, Subsection 2.6.11(E) titled “Banners” of the Unified Development Code is hereby amended by revising same as set forth in Exhibit “A” attached hereto as if fully set forth herein.

Section 2: If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 3: This Ordinance shall be effective immediately upon its adoption by the City Council and the amendments made herein shall be incorporated into the Unified Development Code of the City of Alpharetta, Georgia, as applicable. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED this the _____ day of _____, 2022.

Approved:

Jim Gilvin, Mayor

Attest:

Lauren Shapiro, City Clerk
(Seal)

Approved as to Form:

City Attorney

COUNCILMEMBERS

Exhibit “A”

SECTION 2.6 SIGNS¹

2.6.11 General provisions.

E. BANNERS. Banners require a permit and are permitted in all zoning districts pursuant to the following standards:

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a. The Director may grant an extension of the time period set forth above for a commercial business when the business fronts a roadway that is under construction. In order to qualify for such an extension:

1. The subject roadway construction must be related to a project performed by the City, County or the Georgia Department of Transportation; and
2. The subject roadway construction is planned to continue for six (6) months or more following the date of the request for an extension; and
3. The subject roadway construction either:
 - a. Causes the removal of a monument sign; or
 - b. As determined in the discretion of the Director, disrupts the store frontage to the extent the site and/or business appears closed without the use of a banner.

Any extension granted under this subsection shall be limited to the duration of the subject roadway construction. Extensions granted by the Director may be revoked or limited at any time due to changes in the roadway construction or disruption of the store frontage as determined in the discretion of the Director. The Director may require removal or replacement of any banner placed pursuant to an extension at any time if the banner is not maintained in good condition as determined in the discretion of the Director.

2. In addition to the foregoing, banners shall be allowed on private property during an approved temporary use, as defined in Section 2.3.2 of the U.D.C., for the approved period of such temporary use, but not to exceed forty-five (45) days; provided, however, the placement of banners on lots during approved temporary uses shall not be permitted more than two (2) times per calendar year per lot. Any such banners shall be removed upon termination of the temporary use or within forty-five (45) days from the date it is first placed on the lot, whichever is first to occur. Upon removal, no banner shall be placed on the same lot for a period of sixty (60) days.
3. Banners shall not exceed 24 sq. ft. total area in size.
4. Banners must either be free-standing or mounted to the wall of a tenant space or the lot's existing monument sign. If free-standing, the height of the banner shall not exceed

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five (5) [feet] above grade. If mounted to the wall of a tenant space, the width of the banner shall not exceed tenant frontage and shall not extend above the horizontal plane of the roof where the building wall and roof meet. If mounted to the lot's existing monument sign, the banner shall not extend beyond the sign face of the monument sign.

5. Banners shall be erected with supports or other means so that they do not sag or become dilapidated.

F. **PLACEMENT OF SIGNS.** Except within the Central Business District, all free-standing signs must be set back at least ten (10) ft. from the public right-of-way. Within the Central Business District, all free standing signs must be set back at least five (5) feet from the public right-of-way.

G. **CHANGEABLE COPY.** Any monument sign permitted under this Ordinance may contain up to sixty-five percent (65%) changeable copy if the sign is located on a lot zoned and used (as its principal existing use) for an institutional, public or semi-public use and which includes an indoor public assembly place accommodating one hundred (100) or more persons.

(Ord. No. 720 , § 2(Exh. A), 2-22-2016)



STAFF REPORT

Submitting Department: Public Safety

Submitted By: Stephanie Cochran

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: CITYWIDE SECURITY SYSTEMS: BADGE ACCESS SYSTEMS

II. RECOMMENDATION:

Award a contract for replacement/expansion of the city's badge reader system to NetPlanner Systems Inc. under the terms of GA State Contract #99999-SPD0000172-12 in an amount totaling \$254,808.36 and authorize the Mayor to execute all necessary documents. Included in this request is a reallocation of \$47,549 from the non-allocated reserve account within the Capital Project Fund.

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: \$267,549. INCLUDED IN THIS FUNDING REQUEST IS A REALLOCATION OF \$47,549 FROM THE NON-ALLOCATED RESERVE ACCOUNT WITHIN THE CAPITAL PROJECT FUND LEAVING AN ESTIMATED BALANCE OF \$2 MILLION.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Security System Refresh (30131150-542400-C2052)	\$220,000
Non-Allocated Reserve reallocation (Capital Project Fund; 30190200-579000)	\$47,549.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The FY 2023 capital budget included funding totaling \$220,000 for a refresh of the badge reader system, including the cost to remove and replace existing obsolete access control hardware within city buildings. The current system's electronic hardware is no longer manufactured, and replacement parts are no longer available. The project scope as proposed will upgrade the existing system, add additional control points to some buildings (not currently serviced), and add improved security to information technology infrastructure. Specifically, the 2023 funding request covers the refresh/upgrade of existing equipment, and staff is requesting additional funding to cover the expansion of the badge reader system to multiple facilities that currently do not have a badge reader system and a 5% contingency to cover incidentals (supplies/materials).

Cost/funding breakdown is as follows:

Refresh/upgrade of existing equipment:	\$	220,685.43
Expansion to other Facilities:	\$	34,122.93
<i>Vendor Contract Costs</i>	<i>\$</i>	<i>254,808.36</i>

5% Staff Contingency (supplies/materials)	\$ 12,740.64
Total Project Funding Request:	\$ 267,549.00
FY 2023 Capital Funding:	\$ (220,000.00)
Add'l Funding request (non-allocated capital)	\$ 47,549.00

It should be noted that, much like all electronic components, the subject badge reader systems experienced significant cost growth since budget formulation, which has limited flexibility and contributed to the additional funding request. Additionally, due to the secure nature of this request, project details including specific locations and equipment models are not included herein but are available upon request.

The recommended vendor for this project, NetPlanner Systems, Inc., was selected through GA State Contract #99999-SPD0000172-12. State contracts meet the competitive bidding requirements of the State of Georgia, so local governments that choose to leverage them have the assurance that the necessary research, solicitation, and negotiation have been done. That process allows us to benefit from the competition of many bidders seeking large-volume contracts.

V. ALTERNATIVES:

VI. ATTACHMENTS:

PC21707_AlpharettaACS_Avigilon_070522 - COA Updated Pricing



TOTAL PROJECT COST SUMMARY

Project Total with new equipment to Avigilon Mercury for Access control: \$ 254,808.36

This bid proposal and the pricing within is valid for 30 days, however materials may not be purchased until jobsite is ready for low voltage scope to begin. If the metal market experiences any volatility during this time, pricing may be adjusted to compensate for difference.

Project Specific Inclusions and Exclusions

INCLUSIONS

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

Software updates/upgrades will be performed only on the equipment being installed. This bid proposal and the pricing within are valid for 30 days.

This bid proposal and the pricing within is valid for 90 days, however materials may not be purchased until jobsite is ready for low voltage scope to begin. If the metal market experiences any volatility during this time, pricing may be adjusted to compensate for difference."

Atlanta, GA • Augusta, GA • Columbus, GA • Savannah, GA • Fayetteville, NC

Corporate Headquarters:

3145 Northwoods Parkway, Suite 800 • Norcross, GA 30071
Office: (770) 662-5482 • Fax: (770) 441-3773 • Toll-Free: (800) 795-1975

www.netplanner.com



STAFF REPORT

Submitting Department: Recreation, Parks & Cultural Services

Submitted By: Kim Manning

Sponsored By:

Meeting Date: September 19, 2022

I. AGENDA ITEM TITLE: ACCEPTANCE OF THE 2022 FULTON COUNTY ARTS & CULTURE GRANT AWARD

II. RECOMMENDATION:

Approve the acceptance of the 2022 Fulton County Arts & Culture Grant, with a matching contribution from the City of Alpharetta not to exceed \$15,000, and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$15,000

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Cultural Services - Support Events 10061350 521200 / RCA03	\$15,000

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Fulton County Arts & Cultural Grant 22061150 531100 / C2215	\$15,000

IV. REPORT IN BRIEF:

The Fulton County Arts & Culture Grant has been awarded to the City of Alpharetta in varying amounts for four consecutive years beginning in 2019. This year, the City has been awarded a \$15,000 Fulton County Arts & Culture Grant. The grant has a requirement for a \$15,000 match from the City of Alpharetta, which can be comprised of cash and in-kind services.

2022 Alpharetta Music Match Program Grant Funding & Contribution

- \$15,000 City of Alpharetta Grant Match (Recreation, Parks, and Cultural Services has \$10,500 budgeted for this grant award and will contribute \$4,500 of city staff program hours to satisfy the match requirements).
- \$15,000 Fulton County 2022 Awarded Grant

HOW WILL THE GRANT FUNDS BE USED?

Traditionally, the City has used this grant to help fund the Alpharetta Music Match program. The Alpharetta Music Match program is part of the larger initiative, *Alpharetta Music City* and provides live music performances throughout the year in the City of Alpharetta, serving North Fulton residents and visitors. The City of Alpharetta, Arts Alpharetta, Alpharetta Convention & Visitors Bureau, and Alpharetta Business Association promote the Music Match program.

If this award acceptance is approved, the Fulton County Arts & Culture Grant will help fund approximately fifty (50) Live Music Match Performances in Alpharetta. The actual number of performances varies based on the cost of each performing artist's fees. In 2021, there were sixty-four (64) total music performances. Additionally, in 2021 and 2022, the Wire & Wood Songwriter's Festival utilized the Music Match Program to give businesses the opportunity to participate in the festival line-up.

HOW DOES THE MUSIC MATCH PROGRAM WORK?

Each participating Alpharetta business (mainly restaurants and some retail boutiques) contributes a minimum of \$100 to the program, which ultimately compensates a musician for their performance. For example, if an Alpharetta Business is interested in becoming a Music Match partner, the business would submit an online application (available at: <https://www.eventeny.com/events/alpharetta-music-city-music-match-2022-2104/>) and contribute at least \$100 and up to \$300. City staff will review their application and match musicians to a local business based on music genre preferences and the amount the business contributed. If the Music Match application is approved, the City will then match the amount the business contributed and provide that total contribution amount to a performer. As a result, this creates a free live music performance at an Alpharetta business, cuts the amount our local businesses would have paid for a performer in half, and creates an opportunity for residents and visitors to experience a variety of musical genres and performances in our City.

The City of Alpharetta allocates funds in the Operating Budget (account 10061350 521200 RCA03) to cover the fiscal year funding until Fulton County Grant Funds are deposited into the Capital Account (C2215).

V. ALTERNATIVES:

N/A.

VI. ATTACHMENTS:

City of Alpharetta - 2022 Award Announcement, Letter of Authority Grant Award, Flyer 2022 QR Code, 2021 Music Match - Full Listing of Venues & Musicians

Deadline for Revised Scope and Budget August 26, 2022

MEMORANDUM



FULTON COUNTY
ARTS & CULTURE

Via EMAIL

Date: August 18, 2022

To: 2022 Contractors

From: David Manuel, Director-Fulton County Arts and Culture

Cc: Dr. Pamela Roshell, Deputy Director Community Services
Dr. Joycelyn Fowler, Deputy Director- Fulton County Arts and Culture
Shantras Lakes, Contracts for Services Program Manager
Tasha Tavaras, Contracts for Services Program Specialist

Re: **2022 Contracts for Services Award Notification & WebGrants Revisions:**
Scope of Service and Budget Instructions Guide

Congratulations! Fulton County Arts and Culture (FCAC) is pleased to announce that the Fulton County Board of Commissioners approved the 2022 Contracts for Services awards at its meeting August 17, 2022. The award amount for **City of Alpharetta** is **\$15,000.00** and covers the contract period beginning January 1, 2022 and ending December 31, 2022.

2022 Funding Recommendations

Fulton County Government continues its commitment to investing and sustaining the foundation of our creative community. FCAC honors the resiliency of Fulton County's creative collective because you contribute to the work of creating a healthy and culturally enriched quality of life in Fulton County. Today more than ever it important for us to work together to raise the vibrancy of our community through the creative connectiveness of the arts.

Next Steps

Given the details originally provided about your organization or individual award amount, FCAC would like to give each of you an opportunity to make revisions to your budget, scope, project summary, service delivery and projected attendance. Revisions will include details omitted from your application that we identified in the initial eligibility review that were not corrected prior to the Community Peer Review.

Many contractors fail to include the actual request amount which is now considered the award amount. Section included below as visual identifier.

Fulton County Dept. of Arts and Culture Funds

See *program description* for eligible request amount details.

Line Items	PREVIOUS REQUEST	FCAC AWARD	
FCAC Funds	\$0.00	\$0.00	

BUDGET REVISIONS

At this point and time, you should have more detailed and actual information about your budget. **Many contractors simply overlooked the area identified for the actual request amount which is now the award amount.**

Make changes to your project or operating budget using the budget forms in the application.

- Because awards received are less than the original request update your **FCAC award amount**.
- Use the **OTHER BUDGET INFORMATION** form to update the cash match. The cash match can simply be the rest of your budget minus the funding received from FCAC.
- Correct the figures presented in the three-year organizational budget form. **You should have a total for expense and income for three years (2020, 2021 and 2022).**
- The second budget form represents an overview of the Project Budget, line by line. **PROJECT BUDGET APPLICANTS** should not duplicate the numbers recorded in the three-year operating budget form.
- Update the section identified as Fulton County Award breakdown.** This is where the explicit layout of each line item the award amount is used for, (i.e. Salary--\$2000, supplies--\$1000, contracted artists ---\$2000 etc.

SCOPE REVISIONS

Please **update the scope of service update if applicable**

- First check to ensure a scope was submitted using the identified format:
 - “To present a concert series of four (4) free performances targeting residents in north Fulton. Performances will be held at the Cultural Arts Center in July 2022 and August 2022, October 2022, December 2022. To offer outreach programming to senior and community groups throughout the year (January 2022 – December 2022).*
 - To provide an afterschool arts program to youth ages 5-12 in south Fulton from September 2022 – December 2022. To provide a Spring Break arts camp for youth ages 13-17 from April 5 - 9, 2022 at the South Fulton Community Center.*
 - To provide free technology services to arts organizations throughout Fulton County (January – December).*

- B. . The award amount is less than the original request. Does the reduction in funding support change what is possible for service delivery?
- C. Amend the program delivery chart if your presentation dates have shifted and
- D. Update the project audience attendance information if you have actual numbers or a reduction in programming.

Using WebGrants to Revise Budgets, Scope and Audience

Applications will be unlocked in WebGrants for revisions of the following items:

- 1. Scope of Service Revisions (*See special conditions notification*)
- 2. Programs Service Delivery Chart (*All program venues must indicate Fulton County locations*)
- 3. Other Budget Information
- 4. Budget and Budget Breakdown (*Not required for individual artists*)
- 5. Total Projected Audience Attendance
- 6. Support documentation/Financial documentation - Update on 990 & Audit. (*Not required for artists.*)

You will receive a WebGrants notification regarding the CFS application status. If you do not receive the notification, please check your junk mail to ensure the WebGrants announcements are not being redirected from your general inbox. A brief description of the pages you are required to edit will be included with WebGrants notice. **Revisions are due on August 26, 2022, by 5:00 p.m. Signatures are not required for these changes.**

Please note that if you don't have any revisions, you must follow the instructions for resubmitting your application.

Managing Your 2022 Contract for Services Webinar, Save the date! - Sept. 1 from 2-3pm. This workshop is **mandatory for all new contractors and returning contractors that are non-award recipients an award in the 2021 funding cycle.** FCAC also strongly encourages any new staff of returning contractors to attend the workshop. To register for this Webinar, please use the Eventbrite link. A CFS staff member will contact you for confirmation. Access to the online Webinar will be shared with you at that time. If you have questions or concerns, please contact Tasha Tavaras tasha.tavaras@fultoncountyga.gov call 404-612-5784.

Click this link to register for the Webinar: <https://fy22manageyourcfs.eventbrite.com>

Contract Packages

Contract packages will be delivered by electronic mail with instructions for completion and the requirements for submission of a complete electronic contract. Please monitor your e-mail for the contract package. FCAC plans to begin distribution on **August 29, 2022**

Contract Submission Deadlines:

September 9, 2022 ----- Organizations and Individual Artists

September 16, 2022----- Non-public entities such as units and departments of municipalities, universities and colleges, and local secondary schools

Contracts must be submitted by 5:00 p.m. via DocuSign. Fully executed contracts will be e-mailed through DocuSign once the last person on Fulton County's internal routing has signed.

Advocacy

Advocacy through correspondence, calls and attendance at Fulton County budget and other public meetings count. FCAC asks that you participate in budget hearings or town hall meetings; attend Board of Commissioners meetings; call, correspond via traditional or electronic mail with your Commissioner. Please let your government officials know how much you value Fulton County's investment in arts and culture in your community. FCAC deeply appreciate your commitment to ensuring that arts and cultural opportunities are accessible to all Fulton County citizens.

Questions

Currently we continue to work-from-home with once a week in-office hours by appointment only. It is best to reach the CFS team by e-mail (shantras.lakes@fultoncountyga.gov , tasha.tavaras@fultoncountyga.gov , sharon.maloney@fultoncountyga.gov) or cell phone. Please contact the Contracts for Services team with any questions you may have about the Fiscal Year 2022 Contracts for Services awards process.

Attachments:

Navigating WebGrants Instructions



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

September 16, 2022

Fulton County Department of Arts & Culture
Ms. Shantras Lakes
141 Pryor Street SW, Suite 2030
Atlanta, GA, 30303

Letter of Authority

To Whom It May Concern:

This letter certifies that Morgan Rodgers, Director of Recreation, Parks and Cultural Services with City of Alpharetta, has the authority to enter into a contract on behalf of City of Alpharetta with the Fulton County Commission under the guidance of the Fulton County Arts Council.

Sincerely,

Chris Lagerbloom
City Administrator
City of Alpharetta

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY ADMINISTRATOR
CHRIS LAGERBLOOM

Music Match



What is the Music Match program?

Music Match was created in 2019 to bring live music and professional musicians to venues to support a vibrant, year-round, music scene in the City of Alpharetta.

How does it work?

- Complete the Music Match Application four (4) weeks prior to your preferred show date, up to three (3) different performances, so we have time to book it.
- Businesses will be required to *match* funds with the City up to \$300.00 per performance (minimum of \$100). How much you want to match is up to you. (Example - if a Business commits \$100 the City of Alpharetta will match \$100 for a total of \$200, or Business gives \$250 and the City matches \$250 for a total of \$500, and so on, per performance.)

Who books the musicians?

We do! With the help of a music producer, we will schedule a live performance based on your budget and genre preferences chosen in the application.

Why should you participate?

In partnership with a grant from Fulton County Arts & Culture, Music Match has successfully provided vital support to both businesses and musicians during these strange times. With your help, we will continue to do so in 2022!

Apply today



Live Music

 -LINE UP- Match

MAR 13, 7PM | FIRE & THE KNIFE @ TRUCK & TAP

MAR 17, 8PM | LAYNE DENTON @ MERCANTILE SOCIAL

MAR 27, 7PM | TREVOR STARTT @ MINNIE OLIVIA

APR 1, 7PM | JON OSWALD @ CLOTHES HORSE

APR 2, 8PM | SAM BYBEE @ CHIRINGA

APR 10, 6PM | MARIA DEIRISARRI @ SPIRITED BOUTIQUE

APR 15, 7PM | CARIBBEAN STEEL @ LAPEER

APR 17, 1PM | TRISHA ADAMS @ FOUR FAT COWS

APR 18, 1PM | CODY MARLOWE @ JINYA RAMEN BAR

APR 22, 6PM | KATE COLEMAN @ WHERE'S THE SCOOP

APR 22, 6PM | DREW THAMS @ RESTAURANT HOLMES

APR 25, 1PM | JARED MUNDAY @ CENTRAL CITY TAVERN

APR 30, 8PM | KURT LEE WHEELER @ BRANCH & BARREL



Live Music

-LINE UP- Match



MAY 1, 7PM | MIC LARRY BAND @ TRUCK & TAP
MAY 15, 8PM | MICHAEL HURWITZ @ CHRONIC TACOS
MAY 15 7PM | JORDAN BARRY @ SMOKE JACK
MAY 8, 7PM | BRANDON CROCKER @ BARLEYGARDEN
MAY 9, 11AM | CLAYTON WYATT @ THE SOUTHERN PORCH
MAY 20, 8PM | J SCOTT THOMPSON @ THE PORCH ON SOUTH MAIN
MAY 23, 6PM | AUSTIN COLEMAN @ MINNIE OLIVIA
MAY 30, 7PM | COLE THANNISCH @ KILWINS
JUN 3, 1PM | JARED MUNDAY @ CLOTHES HORSE
JUN 3, 1PM | WOODY EARWOOD @ BILTONG BAR
JUN 5, 6PM | BEGGARS & BANDITS @ MERCANTILE SOCIAL
JUN 10, 6PM | DAVID PAYTON @ BRANCH AND BARREL
JUN 12, 1PM | ANDERLAN @ CHIRINGA
JUN 17, 8PM | BEMI ALLEN @ LAPEER
JUN 20, 1PM | TYSON HALFORD @ JINYA
JUN 20, 1PM | SCOTT GLAZER DUO @ FLATLANDS



FULTON COUNTY
arts & culture



Live Music

-LINE UP- Match



JUN 24, 6PM | LEVI RANSOM @ WHERE'S THE SCOOP
JUN 24, 7PM | AARON GIBSON @ BARLEYGARDEN
JUN 27, 11AM | ETHAN SINGER @ CENTRAL CITY TAVERN
JUL 29, 7PM | DONNA HOPKINS @ WHERE'S THE SCOOP
JUL 29, 7PM | AARON GIBSON @ BARLEYGARDEN
AUG 11, 7PM | DAVID PAYTON @ BRANCH & BARREL
AUG 12, 7PM | CARIBBEAN STEEL @ LAPEER
AUG 22, 7PM | CODY MARLOWE @ CENTRAL CITY TAVERN
AUG 27, 7PM | LEVI RANSOM @ MINNIE OLIVIA PIZZERIA
AUG 29, 7PM | JOEL KEELEY @ FOUR FAT COWS
AUG 29, 7PM | DREW THAMS @ CENTRAL CITY TAVERN
SEP 4, 12PM | ANSLEE DAVIDSON @ URBAN HARDWARE
SEP 4 7PM | ROCCO GORELIK @ FOUR FAT COWS
SEP 16, 7PM | BRIAN WILTSEY @ THE CLOTHES HORSE
SEP 18, 7PM | MARIA DEIRISARRI @ MINNIE OLIVIA PIZZERIA
SEP 26, 7PM | LAYNE DENTON @ CENTRAL CITY TAVERN



Live Music

-LINE UP- Match

OCT 2, 8PM | CROOKED JONES @ TRUCK & TAP

OCT 3, 11AM | MILDLY AGGRESSIVE FOLK @ SOUTHERN PORCH

OCT 8-9 | WIRE AND WOOD FESTIVAL

OCT 9, 11AM | CHAYSE PANNELL @ ALPHARETTA ARTS CENTER

OCT 15, 7PM | ARLO FINCH @ MINNIE OLIVIA

OCT 21, 7PM | SAM BYBEE @ TRUCK & TAP

OCT 24, 12PM | TREY WRIGHT @ FLATLANDS

OCT 30, 8PM | MIC LARRY BAND @ TRUCK & TAP

NOV 5, 7PM | MITCHELL PHILLIPS @ CHIRINGA

NOV 6, 7PM | CALEB WOLFE @ BARLEYGARDEN

NOV 13, 12PM | CHAD WILLIAM @ JINYA

NOV 13, 7PM | ANDERLAN @ CHIRINGA

NOV 18, 7PM | JARED MUNDAY @ THE CLOTHES HORSE

NOV 24, 7PM | AARON GIBSON @ CENTRAL CITY TAVERN

DEC 2, 7PM | KURT WHEELER @ TRUCK AND TAP

DEC 2, 12PM | ANNA SHINHOLSTER @ CITY CENTER



FULTON COUNTY
arts & culture



Live Music



-LINE UP- Match

DEC 6, 8PM | **ANSLEY FAIN @ CHIRINGA**

DEC 11, 11AM | **BEN BOSTICK @ JINYA**

DEC 11 | **CHAYSE WENT SOLO @ BARLEYGARDEN**

