



RECREATION COMMISSION MEETING

FEBRUARY 14, 2023

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
5:30 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. APPROVAL OF MEETING MINUTES
 - a. Approval of Recreation Commission Minutes from January 10, 2023
- V. ASSOCIATION PRESENTATIONS
 - a. Ambush - 2022 Year in Review
This item has been deferred by the association to be presented at the May 2023 Recreation Commission Meeting.
- VI. OLD BUSINESS
- VII. NEW BUSINESS
- VIII. STAFF PRESENTATIONS & WORKSHOP DISCUSSION
 - a. DIVISIONS
 - Community Services Division Monthly Report - February 2023
 - Cultural Services Division Monthly Report - February 2023
 - Recreation Services Division Monthly Report - February 2023
 - Park Services Division (Excluding Wills Park) Monthly Report - February 2023
 - Park Services Division (Wills Park & Equestrian) Monthly Update - February 2023
 - Park Bonds and Project Management Monthly Report - February 2023
 - b. DIRECTOR
 - Union Hill Park - Covered Arena Electrical Upgrades Vendor Selection
 - 2023 City Council Retreat Update
This item has been deferred by staff to the March 2023 Recreation Commission Meeting.
- IX. RECREATION COMMISSIONER REPORTS
- X. PUBLIC COMMENT
- XI. ADJOURNMENT



RECREATION COMMISSION MEETING STAFF REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: AMBER O'DWYER, ADMINISTRATIVE OFFICE COORDINATOR

I. AGENDA ITEM TITLE: Recreation Commission Minutes (Meeting of 1/10/23)

II. RECOMMENDATION:

Approve, as written, the Recreation Commission Meeting minutes from January 10, 2023, at 5:30 p.m.

III. BUDGET IMPLICATIONS:

☐ NON-BUDGETED ITEM

☒ NO FISCAL IMPACT

☐ INCLUDED IN CURRENT FY CAPITAL BUDGET

☐ INCLUDED IN CURRENT FY OPERATING BUDGET

IV. REPORT IN BRIEF:

Administrative Office Coordinator, Amber O'Dwyer, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the Recreation Commission meeting on January 10, 2023, at 5:30 p.m. attached hereto as "Recreation Commission Meeting Minutes – 01.10.23 (Unofficial)".

Attendance – January 10, 2023, Recreation Commission Meeting:

- Recreation Commission Members - Present
 - Dennis Mitchell (Chairman)
 - Jit Saha (Vice Chair)
 - Cheryl Rand
 - Jeremy Scott
 - Karla Peidrahita
 - John Norton
 - Derek Kaighin
 - Brad Bowers
 - Shuntel Beach
- Recreation Commission Members – Absent

V. ALTERNATIVES:

Option 1: To deny the minutes as written, request corrections, and then approve the minutes.

Option 2: To defer the minutes should a quorum of the members who attended the January 10, 2023, meeting not be present to vote accordingly.

VI. ATTACHMENTS:

Recreation Commission Meeting Minutes – 01.10.23 (Unofficial)



RECREATION COMMISSION
MEETING
UNOFFICIAL MINUTES
JANUARY 10, 2023

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 2 PARK PLAZA | 5:30 PM

This summary is provided as a convenience and service to the public, media, and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by the Recreation Commission, but not quoted or paraphrased. This document includes limited presentation by the Recreation Commission and invited speakers in summary form.

I. CALL TO ORDER

❖ Chairman Mitchell called the meeting to order at 5:30 p.m.

II. ROLL CALL

- Recreation Commission Members - Present
 - Dennis Mitchell (Chairman)
 - Jit Saha (Vice Chair)
 - Cheryl Rand
 - Jeremy Scott
 - Karla Peidrahita
 - John Norton
 - Derek Kaighin
 - Brad Bowers
- Recreation Commission Members - Absent
 - Shuntel Beach
- Staff
 - Morgan Rodgers – Director, Recreation, Parks & Cultural Services
 - Kurt Kirby – Project Manager, Recreation, Parks & Cultural Services
 - Christine Young – Recreation Services Manager, Recreation, Parks & Cultural Services
 - Kim Manning – Cultural Services Manager, Recreation, Parks & Cultural Services
 - Amanda Musilli – Community Services Manager, Recreation, Parks & Cultural Services
 - Eric Milley – Park Services Manager, Recreation, Parks & Cultural Services
 - Matt Casey – Wills Park Services Manager, Recreation, Parks & Cultural Services
 - Amber O'Dwyer – Administrative Office Coordinator, Recreation, Parks & Cultural Services

III. PLEDGE TO THE FLAG

IV. SWEARING-IN

a. Swearing-In of Recreation Commission Members

- Mayor Jim Gilvin led the swearing-in ceremony for all Recreation Commission members that were present during the meeting.

V. APPROVAL OF MEETING MINUTES

a. Approval of Recreation Commission Minutes from November 15, 2022

- ❖ Chairman Mitchell asked for a motion to approve the minutes.
 - Commissioner Scott offered a motion to approve the minutes, as written, from the November 15, 2022, Recreation Commission Meeting.
 - Commissioner Kaighin seconded the motion.
- ❖ The motion was approved (8-0-1, with Commissioner Brad Bowers abstaining).

VI. ASSOCIATION PRESENTATIONS

a. NAFL – Year in Review Update

- Vaughn Lemoine, President of the North Atlanta Football League (NAFL), came forward to present the item.
- Vaughn Lemoine stated the organization is the city's provider for football and cheerleading.
- The organization offers flag football, tackle football, cheerleading, and is a youth league for kindergarten through fifth graders.
- Do not offer services past this age to support feeder football and high school programs where players can begin continuity of playing with teammates, they would play alongside up through high school.
- Flag football and cheerleading begins kindergarten through fifth grade whereas tackle football begins with second grade.
- The organization plays in the Georgia Football Association and all competitions start tackle football at kindergarten however, for NAFL, second grade proves to be a successful starting age for tackle. In addition, NAFL believes flag football serves as a great introductory to tackle football.
- NAFL leagues play at North Park in Alpharetta and at Bell Memorial Park in Milton.
- The organization has over 600 kids in the program for the first time in over a decade. This is primarily due to the bad publicity around concussion and CTE scares. Now, after covid and, numbers are back up with 300 playing flag football, 201 playing tackle, and 104 cheerleading. In fact, numbers exceeded pre-covid registration.
- The NAFL flag football league has grown substantially, and it now constitutes its own league which used to be a part of the NMFL.
- 4th and 5th grade tackle teams grew from one team to four teams which is great for feeder football and high school football programs.
- The cheer program has tripled in size in two years.
- Expanding upon the tackle football league, the total number of tackle football teams from 2nd grade through 5th grade is ten.
- The tackle teams play in the Georgia Football Association (GFA) as mentioned earlier and includes teams from Fulton and Forsyth counties. Unfortunately, the NAFL is not large enough

to play in their own league. Team opponents include Midway Park, Sharon Springs, and Lanier teams.

- The tackle football teams had much success in championships, semi-finals, and undefeated seasons in the past year. This illustrates the hard work of the players and volunteer coaches.
- Expanding upon flag football, in 2022 NAFL had 19 flag football teams.
- The league includes direct NAFL registrants, Kings Ridge, Chattahoochee, and Johns Creek teams.
- Revisiting cheerleading, which tripled in size, had a change to note.
- Historically, cheerleading had participants because a brother played football. Now, many families participating and supporting the cheer program participate strictly in cheer.
- NAFL attributed this interest and increase to great cheer coaches.
- The NAFL cheer mission is for all cheerleaders to start on the same level with goal being to foster the skills to lead into feeder cheer for high school programs.
- 2023 League Goals:
 - Continue registration growth in all three league divisions.
 - Expand support of feeder partners.
 - Develop a wealth of volunteer coaches that add value to community.

Q. Commissioner Kaighin asked if cheerleaders cheer for both tackle and flag football teams.

A. Vaughn Lemoine stated they cheer for tackle only. This is primarily since if cheerleaders were to cheer for flag football, which is a self-contained league, they would be cheering for everyone on the field versus with tackle in which they cheer for the NAFL team competing against an external organization team.

Q. Commissioner Norton stated there was initially a concern as to the number of kids dropping out of the league per city. He asked if a breakdown of kids from each high school district was available to revisit the concern.

A. Vaughn Lemoine mentioned that he could provide the information, but the NAFL specifically tried not to track this information based upon the newly drafted MOU between the cities that permitted the organization to move more freely between fields. Nevertheless, he can say the number of participants is on the rise.

Vaughn Lemoine stated the NAFL has realized the issue of participation is more of a top-down issue. By recruiting coaches from cities that may have low involvement, coaches are able to help promote growth and involvement of kids residing in the same communities as the coaches. In fact, the association recently brought on two Alpharetta coaches, one of which has made it a mission to recruit more Alpharetta youth to play.

Q. Commissioner Piedrahita asked what the association considers the contributing factors to the growth in the cheer programs.

A. Vaughn Lemoine stated coaches that help with recruitment and promoting the program as well as non-sibling related interest in cheerleading.

Q. Commissioner Bowers asked if the teams incorporated from other organizations such as from Kings Ridge or Chattahoochee co-mingled with NAFL participants or if the organization teams were apparently different.

A. Vaughn Lemoine stated that with flag football, it is very apparent. Johns Creek participants practice on their own fields and have their own coaches and compete against NAFL participants who register directly with NAFL. In terms of tackle, it is the same approach. NAFL participants/residents play together against outside organizations in the GFA.

Q. Commissioner Scott posed a question about screening and physical check-ups/protocols being synchronous across leagues.

A. Vaughn Lemoine stated that a screening process and set of standards are in place for players and leagues as well as requirements (such as background checks) unique to each city.

VII. OLD BUSINESS

- Chairman Mitchell noted there was no old business to discuss.

VIII. NEW BUSINESS

a. Election of Chair and Vice Chair

- Chairman Mitchell opened the floor for nominations for Chairman of the Recreation Commission.
- Commissioner Rand nominated Commissioner Dennis Mitchell for the role of Chairman of the Recreation Commission.
- Commissioner Norton seconded.
 - ❖ Chairman Mitchell called for a vote that all those in favor of Commissioner Mitchell for Chairman, vote in approval.
 - ❖ The vote for approval was unanimous (9-0).
- Chairman Mitchell announced that the Recreation Commission has voted in favor of Commissioner Dennis Mitchell as the Chairman for calendar year 2023.

Q. Amber O'Dwyer asked for confirmation as to their being no other nominations.

A. The Commission confirmed there were none.

- Chairman Mitchell opened the floor for nominations for Vice Chairman of the Recreation Commission.
- Commissioner Rand nominated Commissioner Arijit Saha for the role of Vice Chair of the Recreation Commission.
- Commissioner Beach seconded.
- Chairman Mitchell closed the floor from any further nominations.
 - ❖ Chairman Mitchell called for a vote that all those in favor of Commissioner Saha for Vice Chairman, vote in approval.
 - ❖ The vote for approval was unanimous (9-0).
- Chairman Mitchell announced that the Recreation Commission has voted in favor of Commissioner Arijit Saha as the Vice Chairman for calendar year 2023.

IX. STAFF PRESENTATIONS & WORKSHOP DISCUSSION

a. DIVISIONS

- Community Services Division Monthly Report – January 2023

- Amanda Musilli, Community Services Manager for the Recreation, Parks & Cultural Services Department came forward to present the item.

Monthly Highlights:

- The Season of Celebration, despite some difficult weather the second Friday night resulting in the shuffling of activities, still proved to be a successful event.
- The Tree Lighting was beautiful, and thousands attended the event.
- Amanda Musilli stated the first semester of the Cambridge High School Ag-Business program just ended.
 - This year proved to have the best students in the CHS AG-Business program to date.
 - The students have been selling on average seven AG-aretta boxes each week.
 - Unfortunately, the extremely cold weather, harvests were lost except for one row of collard greens. Nonetheless, the experience proved to be beneficial in teaching the students in real time how to pivot and become creative when things do not go as planned.

Monthly Initiatives:

- In terms of special events, staff is moving ahead with the 2023 Taste of Alpharetta.
 - A meeting occurred the week prior to better determine the details of the event now that the City is in it's second year with Jacob's Eye, the event facilitator.
- Q. Chairman Mitchell asked if a date for the 2023 Taste of Alpharetta had been determined.
- A. Amanda Musilli stated the 2023 TOA will be the second Thursday of the month to avoid Cinco de Mayo.
- Q. Vice Chairman Saha asked if any changes would take place from this past year to the next.
- A. Amanda Musilli stated the event will convert to digital ticketing. Previously the conversion was cost-prohibitive, and staff had the concern that making an event entirely digital could be detrimental in the event of lost power and/or digital access. Currently, digital vendor that Jacob's Eye has researched has experience digitizing events the size of the Taste of Alpharetta and has an approach that the City is comfortable implementing. More details will be made available as staff draws nearer to the event.
- Q. Commissioner Rand asked if digitizing the event could be done securely for restaurants that would be now handling digital currency.
- A. Amanda Musilli stated that noting the cost to move digital for restaurateurs is great, staff would not move forward with the new method unless confident in the approach.
- Q. Commissioner Rand asked if the City would try again to spread the event across both sides of Hwy 9.
- A. Amanda Musilli stated yes, as spreading the crowd across both sides proved to be much safer but ultimately, it is contingent on GDOT's approval of the road closure.

Q. Commissioner Beach asked if staff considered graduation dates when planning the event. The new date would be the graduation date for Kings Ridge and wondered if public schools would have the same conflict.

A. Amanda Musilli stated staff did not look at specific dates but knew to stay clear of the end of May.

Commissioner Beach stated she used to be concerned about final exams but pushing the event back a week might make it a conflict for graduation dates.

- **Cultural Services Division Monthly Report – January 2023**

- Kim Manning, Cultural Services Manager for the Recreation, Parks & Cultural Services Department came forward to present this item.

Monthly Initiatives:

- Kim Manning provided an update on mid-year requests coming before City Council.

Cultural Arts Master Plan:

- In 2018, the Department had a master plan created. At that time Cultural Services was too young and could not offer much guidance as to the needs of the program.
- In 2020, the Department asked for consideration of a Cultural Arts Master Plan then the COVID pandemic hit and could not be funded.
- Currently, staff is seeking approval of the development of a Cultural Arts Master Plan once again to develop an approach to the Public Art tasks put forth by the Community Development Department and to gain a better understanding of what the community desires for the future.
- The current proposal submitted by a consultant to draft the Cultural Arts Master Plan would include:
 - Online surveys, visioning workshops, and stockholder interviews for engagement.
 - Identifying organizations and foundations.
 - Inventory of all art resources.
 - Arts and culture programming.
 - A strategic plan for arts and cultures including partnership strategies, programming recommendations, and a short-term work program.

The Stories Project:

- The second mid-year request involves the Stories Project and funding for the Bailey Johnson Community Documentary.
- The project includes live interviews of community residents to foster the history of the community.
- This year, there is a three-minute teaser video that staff would be happy to share with the Recreation Commission.

Q. Commissioner Rand asked the average length of the documentary videos.

A. Kim Manning stated, if anyone had seen The Farmhouse Documentary, the videos are usually 30 minutes. Without knowing how much content is available, the proposal ranges from twenty-minutes to forty-minutes to sixty-minutes in

length. If much content is provided, talks are in the works for a partnership to supplement funding for the increased documentary length.

Q. Commissioner Rand asked if the format would follow that of The Farmhouse Documentary which seemed to be quite a production.

A. Kim Manning stated that would be a safe assumption, but the project is still not far enough along to confirm. She did say that the story is a great one to tell as it is unique in that all black residents had the one school in North Fulton to attend. Before then, students had to travel over two hours to attend school in Atlanta.

Q. Commissioner Rand asked if the people who bought the property would be interested in helping subsidize.

A. Kim Manning stated the owners are the individuals that staff approached to help with the funding of the project.

Q. Commissioner Kaighin asked if an activity or event was happening at the property that was making it the focus of the documentary.

A. Kim Manning stated no, but that the historical society had voted for it to be the next documentary filmed.

- Another project for the division is replacement of the Arts Center baby grand piano.
 - The piano is no longer in tune or repairable with wear and tear of being primarily outdoors.
 - Staff is looking to replace the piano and have four offers of donations currently.
 - The next step would be to have someone test each piano for tuning and reduce the offers to the best possible piano available.
 - The existing piano is being disassembled and re-purposed into art to become an indoor sculpture at the Arts Center.
 - The current project will then be unveiled as part of Black History Month and a "Harlem Renaissance Meets Alpharetta" event will be February 11th at 6:30pm and is free to the public.

Current Happenings:

- Portrait Quilts gallery exhibit in Community Room at City Hall is wrapping up.
- Down Home on the Farm is an open call for artist to work with historians for unique local art.
- Bob Ross painting class still has a few spaces open for those interested!
- *"Love, Sex, and the IRS"* will be presented by the City Center players in the Arts Center Black Box. The play is story about jobless musicians who are pretending and file taxes jointly and get caught.
- **Recreation Services Division Monthly Report – January 2023**
 - Christine Young, Cultural Services Manager for the Recreation, Parks & Cultural Services Department came forward to present this item.

Monthly Highlights:

- The Holiday Heartfelt Market had over 16 vendors and staff hope to expand the event next year.
- The Winter Solstice Lantern Walk was cancelled due to the freezing weather.
- Recreation Services has hired a new supervisor for the Adult Activity Center, Toby Smallwood coming from the Cultural Services Division.
- NAFL numbers differ from what was presented by staff. This is due to staff's numbers being strictly what was on Alpharetta park fields.
- The Parks Without Borders MOU which added soccer the list of sports was approved by City Council.

Monthly Initiatives:

- The division will be updating and implementing a new recreation strategy and expanding it from a three-year to a five-year strategy.
- Staff is also working on expanding offerings at the Adult Activity Center art-wing and at Preston Ridge Community Center.
- Staff development is also an on-going initiative to keep staff growing and challenged.
- Facility improvements include painting some facilities and enhancing interior spaces.
- The number one focus is always to serve the community by offering the highest quality programs, activities, events, and customer service.

Upcoming Events:

- The Rotary Polar Bear Plunge coming up on February 4th.
 - The Mayor confirmed he will be jumping for the event.
- The Valentine's Day "Enchanted Forest Family Dance will take place February 11th.

Q. Commissioner Rand asked about an update on MOUs with Milton, etc. as it relates to athletics.

A. Christine Young stated that City of Milton agreements include football, softball, lacrosse, and special needs camps. City of Johns Creek agreements include baseball, lacrosse, softball, and soccer.

Chairman Mitchell stated this only included recreation leagues only not competition.

Q. Commissioner Rand asked why not basketball.

A. Christine Young stated the reason being is that there is not an association league, it is run entirely by city staff.

Q. Commissioner Rand asked if this meant there was not a residency requirement.

A. Christine Young stated participants must be Alpharetta residents to play.

- Q. Commissioner Kaighin stated The Christmas Market felt very chaotic and messy. He wondered if a better approach could be implemented for traffic flow.
- A. Morgan Rodgers stated the event was an extension of the holiday farmer's market facilitated by the ABA and staff was surprised by the turnout and more attended as anticipated. Plans to make the event flow better by moving the gym and the field behind the community center for the event. To add, the ACVB had photos of Santa in the lobby which added to the crowd and could be moved to another room to open the space.
- Q. Commissioner Saha asked if additional parking will be added for the holiday farmer's market event.
- A. Morgan Rodgers stated there will not be more parking than this year but will let people know where they *can* park. Unfortunately, it appeared vendors took up the best parking and a different approach will be put in place next year.
- Q. Commissioner Saha asked about future programming at Preston Ridge Community Center inquiring as to whether programming was now at capacity.
- A. Christine Young stated the center now has a full-time coordinator to bring about additional programming. Most programs are during the day and are geared towards seniors, several fitness classes, games, and one-off events. The plan is to have this continue to grow and reach capacity by mid-year.
- The space also is the premier rental facility for weekends and evenings.
- Q. Chairman asked about what kind of event rentals take place at the center.
- A. Christine Young stated the events are adult-focused and include birthday parties, anniversary celebrations, trainings, or cultural group events.

❖ *Commissioners Scott and Bowers excused themselves to leave the meeting early.*

- **Parks Services, Park Bonds, and Project Management Monthly Report – January 2023**
 - Kurt Kirby, Project Manager for the Recreation, Parks & Cultural Services Department came forward to present this item.

Park Services:

- The Wills Park Maintenance facility is going vertical and has made tremendous progress.
 - The mezzanine has been installed including the concrete having been poured and enclosed.
- The turf replacement project at Wills Park was ahead of schedule but has slowed down but still on schedule based on the weather delays. Punch list items still need to be addressed but hope to allow use of the field come January 31st. One outstanding requirement includes a G-Max or, an impact test, to ensure the field surface is safe should a child fall to minimize risk of injury.

- Wayfinding signage is seeing strides with directional signage installed at Webb Bridge Park.
- Staff is beginning the park rules sign initiative. The ordinance was updated last year, and Cogburn Road Park was the first park to have the updated signs installed.
- Facility entrance signs have been installed at the Wills Park Recreation Center and the Alpharetta Community Center and changed the entrances tremendously.
- Lastly, cold weather resulted in some damage of broken pipes, etc. at parks. Staff is working with Public Works, plumbers, and other contractors and thankfully the damage proved not to be as severe or critical to operations as was the case with some of the surrounding communities.

Q. Commissioner Piedrahita asked regarding damage and the yellow tape installed at Wills Park playgrounds.

A. Kurt Kirby stated the Public Works Department is completing a streambank restoration project and some of the existing playground equipment is having to be reconfigured as it is infringing on the stream bank buffers which is not compliant with State requirements. The issue should be rectified within the next few weeks and the only loss will be the tire swing. All other elements will remain.

Morgan Rodgers also commented stating the Public Works Director found an opportunity with the Environmental Protection Agency (EPA) to secure funding to reforest the bank along the creek from the bridge closest to the Wills Park Recreation Center to Wills Road. The streams are eroding, and Public Works could work with EPA to secure the funding for the project if it was "shovel ready". Therefore, the project had to happen quickly.

Park Bonds:

- Old Rucker Park's design concept is in the final stages of design and budget numbers are favorable. It is close to being able to be presented to the Recreation Commission, the public, and City Council.
- Waters Road Park's design-build contract was awarded to Prime Contractors by City Council. The first kick-off meeting for the project is this Friday.
- Mid-Broadwell Park is moving forward in a phased approach with the goal of getting the park operational this year. The current focus is on the construction of restrooms and the playground to be followed later by access and the parking lot.

Q. Commissioner Rand asked if the reason the project was moving forward was because the additional \$600,000 was identified to cover the overage.

A. Kurt Kirby stated the \$600,000 would have been needed to build the park in its entirety, however the phased approach allows staff to move forward with the project.

Morgan Rodgers responded that while additional funding has not yet been identified, the phased approach (with a gravel parking lot) will help the park be finished to budget with future funding to be identified for stormwater and subsequent pavement.

- Q. Commissioner Rand stated that at Riverside Park, the parking lot is permeable with dividers and wondered if it could be considered.
- A. Morgan Rodgers stated this could be considered but right now, funding is simply not available to pave or for any other option beside gravel for the moment.
- At Webb Bridge Park, Public Works is working with staff regarding approaches to the water/sewer issue that is impeding the project. The current approach is to consider two different projects: one being water/sewer and the other being the turf replacement.
 - If staff can get the support needed in identifying the concerns as two separate projects, the hope is to move forward using bond funding for the turf installation and identifying funding to address water/sewer issues.
- Q. Commissioner Rand confirmed the City cannot replace turf until the sewer lines are addressed.
- A. Kurt Kirby confirmed yes, the sewer issue must be addressed before committing to the turf replacement.
- Q. Commissioner Norton asked how long the project would be pushed back.
- A. Kurt Kirby stated no.
- Morgan Rodgers stated that hopefully staff will have more information to provide by the next Recreation Commission meeting. Currently, Public Works is working hard to determine how to run a sewer line to address the issue and the estimated cost.
- Q. Chairman asked if the restroom was still operable.
- A. Eric Milley and Kurt Kirby confirmed it is still operational despite having a few issues with the septic.
- The Farmhouse project design team is working on a concept to be ready to be presented to Council and the public as well as the Recreation Commission.
 - Wills Park projects had kick-off meeting for both the equestrian center and Wills Park proper. The project is currently in the conceptual phase of the design.
 - The Wacky World leadership committee has been formed and a website launched.
 - The Wills Park restroom design has been approved and is waiting on the design for the site work and engineering. The hope is that the project will be completed in tandem with the completion of Wacky World.
 - Lastly, a vendor has been selected and is currently in the contract phase for the renovation of Arena #3. Staff hopes to break ground in the next few weeks.
- Q. Commissioner Rand asked how the numbering system was established for the arenas.
- A. Matt Casey stated they were first assigned on a lettering system, "A-D", and staff has moved away from letters to a numbering system that started at the bottom with Arena #1 working up to the covered arena which would be Arena #5.

- For Union Hill Park, staff met with the design team to develop a design in line with available funding.
- Q. Commissioner Saha asked for more information regarding the leadership committee for Wacky World and why the approach differs from the process for other playgrounds.
- A. Kurt Kirby stated the committee for Wacky World 2.0 is mirroring the first generational approach to Wacky World which had a community led committee to help raise funds and interest in the park.
- Q. Chairman Mitchell asked for a quick backstory on the project for those unfamiliar.
- A. Kurt Kirby stated that in the mid 90's, one of the first efforts was to build a cool playground for the community at Wills Park. A group approached elected officials stating they wished to do a community led program in which a committee could be formed to help raise funding and awareness for the playground. Leathers was a company that facilitated such projects. The committee would include subcommittees including fundraising, child-care, etc. to help make the project completion possible. The committee organized every element from fundraising to design selection to installation. Wacky World 2.0 is to follow the same concept and will be facilitated by Play By Design. Playgrounds have lifespans and wood playgrounds have an even shorter life span and by including the community to help foster the rebuild of the replacement playground, the City actively engages multiple generations of the community.
- Q. Chairman Mitchell asked when staff anticipates the start of actual construction.
- A. Kurt Kirby confirmed it would take about a year but between now and construction, the committee would begin raising awareness and fundraising. In addition, a design must be crafted first.
- Q. Commissioner Saha asked, in terms of fundraising, what the monetary goal was and what would happen if it the goal was not met.
- A. Kurt Kirby stated the goal was \$500,000 to be supplemented with bond funding. Morgan Rodgers stated the current playground is estimated at \$1M (\$500,000 from fundraising and \$500,000 from bond funds). If the fundraising did not reach the goal of \$500,000, the playground would be built with the funding raised and the \$500,000 available bond funding.
- Commissioner Rand stated it would be an interesting story to sell that we have a playground that must be condemned being a 25-year-old playground without scaring the public.
 - Morgan Rodgers responded that therefore the rebuild is focused on being "Wacky World 2.0" and focused on the connection to the community having been actively engaged in the original installation.

Q. Commissioner Kaighin asked what if funding was exceeded?

A. Morgan Rodgers stated a larger, better playground could be designed and built.

b. DIRECTOR

- 2022 Recreation, Parks & Cultural Services Department Year in Review
 - Morgan Rodgers, Director for the Recreation, Parks & Cultural Services Department came forward to present this item.
 - Morgan Rodgers wished to review the highlights of 2022. For the sake of time, he was going to list the top 27.
 - Work began on the new maintenance facility at Wills Park. Maintenance workers have been working out of the equestrian barn for two years. Staff is excited to bring up moral by providing a better shop for maintenance crews. Everyone will be invited to that ribbon cutting.
 - An outdoor mural was installed at the Studio Movie Grill which brighten up and bring life to the space validating the reasoning behind the installation.
 - Wayfinding signs were installed at Webb Bridge, Union Hill, and Marconi Road parks.
 - Bocci Ball courts were opened at North Park. Originally a scout project, it turned out very successfully.
 - The Union Hill pavilion has been used as a special events facility by several groups. This is a huge transformation considering the park was once locked and underutilized.
 - Public Works completed the Rotary streambank stabilization project at Wills Park.
 - A new basketball court was installed at the Alpharetta Community Center and included a Game of "Cool".
 - "Medley", the newest round of temporary outdoor art was installed this year.
 - An art crosswalk was installed at the Arts Center which serves as a teaser for more art projects to come.
 - The new equestrian Arena #1 officially opened and served as completion of the 1st phase of a \$10M renovation.
 - New audio equipment was installed at the covered equestrian arena.
 - The groundbreaking was held for the new Alpha Loop connection from Old Milton Pkwy to North Winds. The connection should be completed in the next twelve months.
 - Registration in all day camps was up 25% and half-day camps increased 28%.
 - Daily pool admissions were up 23% over the summer.
 - Over 130 free monthly health and wellness classes were offered. Math means over 1500 free fitness classes were provided to citizens and this is largely in part to donations by Northside Hospital.

- 92% of all Cultural Arts camps and 79% Cultural Arts programs offered were held which shows we are appealing to the demographic interested and that we are gaining traction in awareness.
- The Arts Center hosted 12 large, non-city events and 29 event rentals in 2022.
- With help from the AYSA, the City refenced three of the fields at North Park.
- Staff painted the interior and exterior of restrooms at Webb Bridge Park, Union Hill Park, and Rock Mill Park.
- Staff removed dead and damaged trees at Wills Park, North Park, Webb Bridge Park, Windward Park, and Milton Avenue Park.
- Staff installed entrance signs at Wills Park Recreation Center and the Alpharetta Community Center.
- North Park multipurpose Field #2 artificial turf was installed.
- Public Works replaced the roof at the Alpharetta Community Center.
- The Department launched the Parks Memorial Program.
- Two of the Webb Bridge Park tennis courts were replaced with six pickleball courts given the explosion of interest.
- The City's Community Agricultural Plan was finalized, approved, adopted and funding of \$75,000 from the Food Well Alliance was given to jumpstart the program.
- Lastly, the Cultural Arts Division curated 22 exhibits and 56 music match programs.

X. RECREATION COMMISSIONER REPORTS

- There were no Commissioner reports.

XI. PUBLIC COMMENT

- There were no public comments.
- Mayor Gilvin thanked the Commission and staff for all the work they do. The Mayor was grateful to the volunteers that comprise the Recreation Commission for being the "eyes" and "ears" for City Council.

XII. ADJOURNMENT

- ❖ Chairman Mitchell asked for a motion to adjourn the meeting.
 - Commissioner Rand offered a motion to adjourn the meeting.
 - Commissioner Saha seconded the motion.
- ❖ The motion was approved unanimously (9-0).
- ❖ With there being no further business to consider or discuss, Chairman Mitchell adjourned the meeting at 7:04 p.m.

Respectfully submitted,



Amber O'Dwyer

Administrative Office Coordinator
Recreation, Parks & Cultural Services



RECREATION COMMISSION MEETING MONTHLY DIVISION REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: AMANDA MUSILLI

I. AGENDA ITEM TITLE: Community Services Division Monthly Report – February 2023

II. RECOMMENDATION:

This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time.

III. REPORT IN BRIEF:

Monthly Highlights & Initiatives

- Planning for Wire & Wood is underway. Getting a jump start on the music lineup for Wire & Wood this year; we have both Friday and Saturday night headliners locked in earlier than ever before.
- Taste of Alpharetta is only 3 months away, and plans are underway to make it the best year yet, including digital ticketing, incentives for restaurants, a family fun and education area, and great music.
- The summer activity guide for the department is in the review stage; will be in-hand Feb 15.
- Working on the next phase of public input for Old Rucker Park and Union Hill Park. Old Rucker Park's public input phase will take place in February, while Union Hill Park will take place in April.
- Old Rucker Farm is recovering from the total crop loss in December, and should be back to delivering food to NFCC by the end of the month.
- Before the month of February is over, we will have collards, kale, chard, lettuce, lupine, spinach, cabbage, peppers, arugula, eggplant, tomatoes, broccoli, and okra in trays in the grow room and greenhouse. We will have radish, turnips, beets, and peas sown in the field. By March 1, many trays of lettuce, spinach and arugula will have been transplanted into the rows, to be sold by the CHS Ag-Business students and donated to NFCC.
- We also have community garden construction beginning Feb 13th with the whole area being re-built by Feb 24. We are looking forward to this project being completed and to our community garden plot holders enjoying an ant-free growing season.
- Discussing the possibility of expanding the Grow-A-Row Program to the Mayfield property, in partnership with the city of Milton.

Recreation Commission Q&A

- Community Services Division had no questions posed in previous meetings to address this month.

Monthly Happenings

- Community Ag Program Class Offerings in February:
 - Feb 4 – Sourdough Bread Making (Virtual Class)
 - Feb 11 – Gardening for Bats
 - Feb 13 – Card Making with Botanicals – New Lunchtime Craft Hour
 - Feb 23 – Seed to Cup Grower’s Club
 - Feb 27 – Fruit Tree Pruning with Nate Hand
 - Feb 28 – Book Club Meeting – Braiding Sweetgrass – New monthly series

IV. ATTACHMENTS:

- None.



RECREATION COMMISSION MEETING STAFF REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: KIM MANNING, CULTURAL SERVICES MANAGER

- I. AGENDA ITEM TITLE: Cultural Services Division Monthly Report – February 2023
- II. RECOMMENDATION: This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time,
- III. REPORT IN BRIEF:

Monthly Highlights:

- NEW Arts & Culture Guide for Spring 2023 (Feb - May)

Recreation Commission Q&A:

- No questions related to the Cultural Services Divisions were posed by Commissioners at the last meeting in which a follow-up response was required.

Current Happenings:

- Feb 1 – March 18: *Down Home on the Farm* / Alpharetta Arts Center Gallery Exhibit / Opening Reception Feb 4 at 5pm / <https://act1theater.org/>
- February 5: *A Song Can Change Your Life Podcast Release: Marcia Ramirez* / Next Episode – Listen on all major podcast outlets at 7:00pm ET and at: <https://www.homebydark.com/podcast>
- Feb 11: *Harlem Renaissance Does Alpharetta* in Celebration of Black History Month / Alpharetta Arts Center / Free
 - 6pm Sculpture Unveiling - Alpharetta Arts Center's Play Me Again Piano Re-imagined by Artist & Arts Alpharetta Board Member, Shelton Cochran
 - 6pm Studio Gallery Exhibition Opening - Alpharetta Arts Center Studio Gallery Featuring 4 Local Artists through February 28, 2023
 - 6:30 - 8:30pm Concert & Performance - Featuring *The KT Collaborative* with Producer Kelvin Thompson & Presentation of the Spoken Word
- Feb 16: *My First Footsteps of Freedom by Civil War Historian Bradley Quinlin* presented by Alpharetta Old Milton County Historical Society / *Mansell House*
- Feb 17-19 & 24-26: *By the Way, Meet Vera Stark* by ACT1 Production / Alpharetta Arts Center Black Box / Fri & Sat 8pm & Sun Matinee 2pm
- Feb 24: *Symphonic Tapas Concert* by Alpharetta Symphony Orchestra / Alpharetta First United Methodist Church / 8pm / <https://www.alpharettasymphony.org>
- March 5: *Alpharetta City Band Spring Friends & Family Concert* - In Memory of Don Nahser / Saint David's Episcopal Church Jefford's Hall / 3pm

- March 10-12 and 18-19: *Love, Sex and the IRS* presented by City Center Players / Alpharetta Arts Center Black Box Theater / Fri & Sat 7pm & Sun 2pm / Ticketed Event \$15 - Visit <https://www.citycenterplayers.com>
- March 10-12 & 17-19 & 24-26: *Silent Sky* by ACT 1 Theater / *Innovations Academy Charter School Theater* / Fri & Sat 8pm and Sun Matinees 2pm / Tickets <https://act1theater.org/shows-20222023>

Arts & Culture Online Calendar

<https://www.alpharetta.ga.us/government/departments/recreation-parks/cultural-services>

Alpharetta Music City – Live Music Calendar

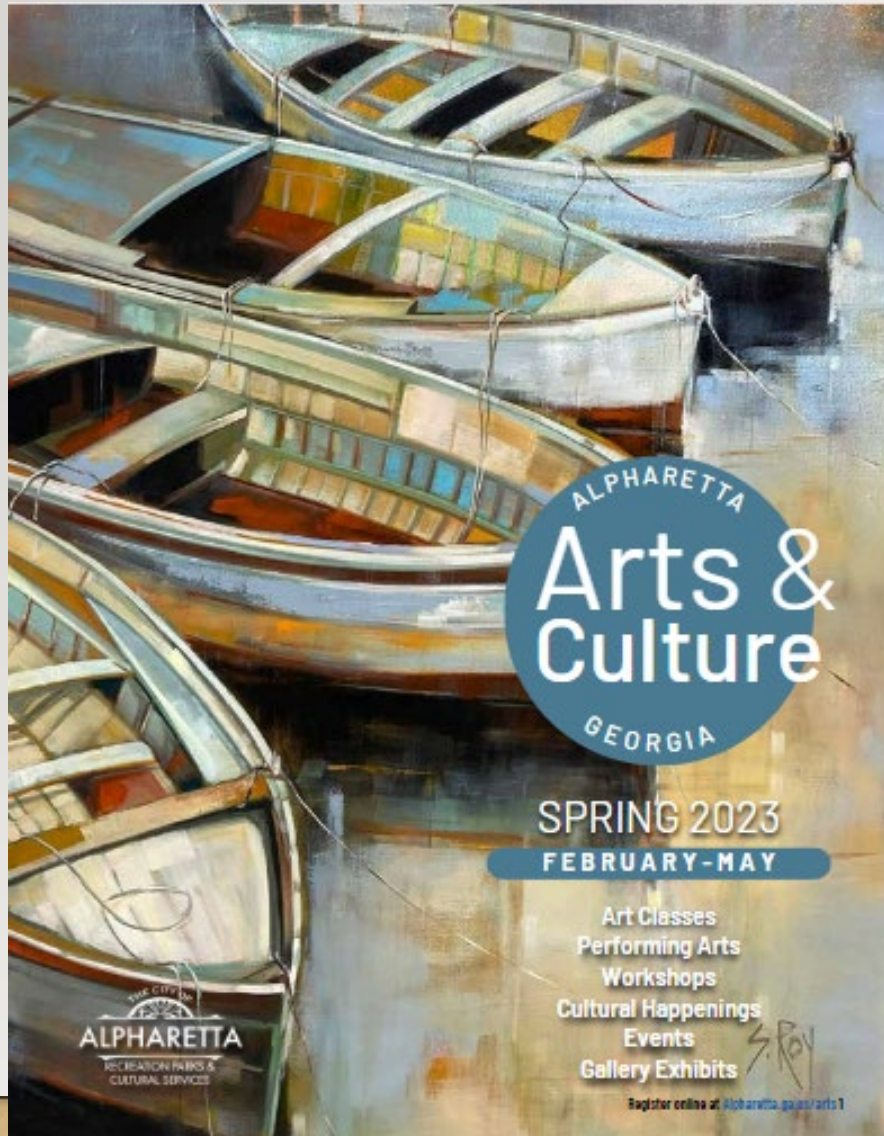
<https://www.awesomealpharetta.com/calendar/category/alpharetta-music-city-live-music/>

IV. ATTACHMENTS:

- Cultural Services Division Monthly Report - Presentation

Alpharetta Recreation Commission Report February 2023

NEW SPRING 2023 - Arts & Culture Guide



ALPHARETTA
Arts & Culture
GEORGIA

SPRING 2023
FEBRUARY-MAY

Art Classes
Performing Arts
Workshops
Cultural Happenings
Events
Gallery Exhibits

ALPHARETTA
RECREATION PARKS & CULTURAL SERVICES

Register online at: Alpharetta.ga.us/arts1



ART PAL
The Alpharetta Arts Center is offering Art Pals for art students with special needs. Through a partnership with Ullmheart Life Center, Inc., we can offer you a one-on-one Art Pal to assist while taking a scheduled art class of your liking. To participate in the Art Pal program, reach out to the Alpharetta Arts Center directly so we can match an art student with an Art Pal based on needs and type of class you wish to take. Art pals are based on availability, please allow 2-3 weeks to assign a pal for you.
arts.culture@alpharetta.ga.us

● **SPRING BREAK CAMP- LET'S DRAW, PAINT, AND SCULPT** ●
with Kidcreate Studio

You asked for it, so here it is- a camp with all that art has to offer and more! They will draw, paint, and sculpt! Your child will learn lots of new techniques. We'll learn to draw a wacky llama, and we'll sculpt and paint a box full of delicious-looking donuts. We'll even create one of our most popular works of art! Don't miss out on this fun camp during Spring Break!

Ages: 4 to 12
Cost: \$280 Residents / \$420 Non-Residents

Dates:	Day:	Time:	Activity#
Apr 3 - 6	Mon-Thurs	9am - 12pm	30302

YOUTH & TEEN ART CLASSES



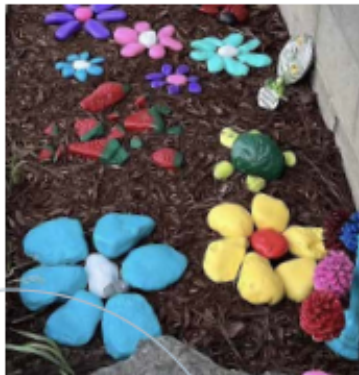
CELEBRATING BLACK ARTISTS with Kidcreate Studio
In this class, we'll create artwork inspired by some amazing Black American artists. We'll paint, cut, and collage our way from the Harlem Renaissance to the present-day. We'll even create our very own self-portrait in the style of famed contemporary portraitist Amy Sherald. This class is perfect for any student who wants to learn about amazing artists, explore new techniques, and create masterpieces of their own.
Ages: 9 to 12
Cost: \$225 Residents / \$325 Non-Residents

Dates:	Day:	Time:	Activity#
Feb 20	Mon	3pm - 5pm	30297

A DAY WITH MONET with Kidcreate Studio
See the world through the eyes of Claude Monet. Beautiful bridges, water lilies and birch trees, these are just a few of the things that will inspire your young artist during this camp. We'll learn about Claude Monet and the style of art he helped make famous as we create reproductions of Monet's masterpieces.
Ages: 9 to 12
Cost: \$225 Residents / \$325 Non-Residents

Dates:	Day:	Time:	Activity#
Feb 21	Tues	3pm - 5pm	30298

YOU AND I IN THIS CREATIVE WORLD: MOMMY AND ME CREATIVE ADVENTURES with Zool Park
Dive into the ocean of creativity with your child! This class is a wonderful opportunity to spend quality time with your little one and do hands-on activities being creative. If you have ever wanted to experiment with different media like drawing, coloring, clay, crafts, or whatever artistic ventures you have always wanted to do with your precious child, this is the platform to explore and experiment with! This program is designed in a way where you will need child and adult to accomplish the artwork, which makes it give you a sense of ownership. This will be a precious experience for you and your child to do together. (An adult must attend the session to enroll the child.)
Ages: 3 to 6
Cost: \$30 Residents / \$35 Non-Residents
Fees: \$30 supply fee due to instructor on the first day of class.



Dates:	Day:	Time:	Activity#
Mar 1 - Apr 12 (Skip 4th)	Wed	10 - 11am	29503
Apr 18 - May 24	Wed	10 - 11am	29504

ART GARDEN CLASS with Marianne Casey
Do you love springtime? Do you love art? Do you want to have your art put on display at an exhibition for all to see? Well then, this class is for you! Be a part of the brand-new Art Garden Exhibit that will be debuted this Spring at the Alpharetta Arts Center! Make your best Flower-Power themed piece during this fun and collaborative class and have your work displayed at the grand opening of the outdoor Art Garden Exhibit!
Ages: 10 to 14
Cost: \$240 Residents / \$320 Non-Residents

Dates:	Day:	Time:	Activity#
Mar 1 - Apr 26 (Skip 4th)	Wed	3 - 5pm	29897

4 Spring 2023 Guide

DOWN HOME ON THE FARM

OPEN CALL FOR ARTISTS

**DEADLINE FOR ENTRIES
JANUARY 13, 2023**

Opening Reception Saturday
February 4, 2023
5 - 7 pm

By the Way, Meet Vera Stark

by Lynn Nottage

February 17-19 & Feb 24-26, 2023

Fri/Sat at 8 pm; Sun at 2 pm

Alpharetta Arts Center- Black Box Theater

It's the Golden Age of Hollywood, and aspiring starlet Vera Stark works as a maid to Gloria Mitchell, an aging star grasping at her fading career. Worlds collide when Vera lands a trailblazing role in an antebellum epic starring...her boss. While Vera's portrayal of a slave turns out to be groundbreaking, decades later scholars and film buffs still grapple with the actress' legacy in Hollywood and the impact that race had on her controversial career.

Two-time Pulitzer Prize-winner Lynn Nottage's fast-paced, sly satire will take you on a seventy-year journey through Vera's life and the cultural climate that originally shaped her and continues today.



IN PARTNERSHIP
WITH
PRESENTS



BY THE WAY

MEET VERA STARK

BY LYNN NOTTAGE



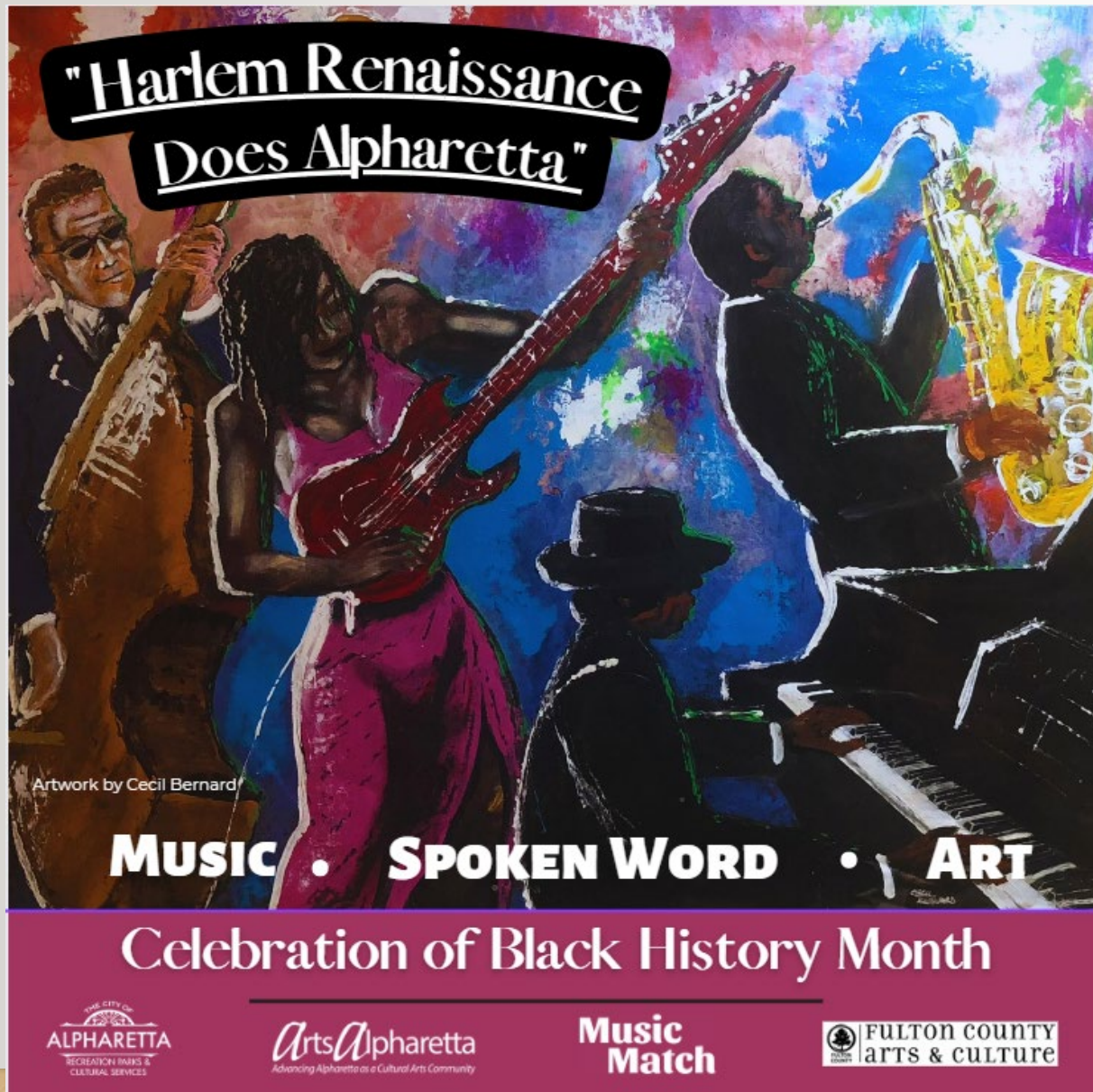
February 17 – February 26, 2023

Fridays and Saturdays at 8:00 PM, Sunday Matinees at 2:00 PM

Alpharetta Arts Center

238 Canton St., Alpharetta, GA 30009

act1theater.org | (770) 663-8989



In Celebration of Black History Month,
Join Us for Cultural Experiences as
“Harlem Renaissance Does Alpharetta”

February 11, 2023

6:00 - 8:30 pm

Alpharetta Arts Center

In the 1920's, Harlem became a rich, cultural center for the arts among the Black/African American Community. This period produced historic and important representations of life through music, literature, poetry, and visual arts.

6pm Sculpture Unveiling

Alpharetta Arts Center's Play Me Again Piano Re-imagined by
Artist & Arts Alpharetta Board Member, Shelton Cochran

6pm Studio Gallery Exhibition Opening

Alpharetta Arts Center Studio Gallery
Featuring 4 Local Artists through February 28, 2023

6:30-8:30pm Concert & Performance

Featuring *The KT Collaborative*
with Producer Kelvin Thompson
& Presentation of the Spoken Word

Light food and beverage served. Free to public.



Time & Location

Feb 24, 8:00 PM

AlphaTheta Methodist Church, 69 N Main St, AlphaTheta, GA 30009, USA

About The Event

Let the AlphaTheta Symphony Orchestra warm you up on a chilly winter evening with some Spanish spice! Featuring a wide selection of musical small plates (tapas) all with an Iberian flavor, you'll enjoy pieces from the much loved opera Carmen, the thrilling, but tragic, love story between a gypsy and a corporal, to Capriccio Espagnol and Fanfare Ritmico, which will make you want to get up and dance along!



Love, Sex and the IRS

Presented by City Center Players

Mar 10-12 & 17-19 Fri/Sat 7 pm; Sun 2 pm

Jon Trachtman and Leslie Arthur are out of work musicians who room together in New York City. To save money, Jon has been filing tax returns listing the pair as married. The day of reckoning comes when the Internal Revenue Service informs the “couple” they’re going to be audited by a Mr. Spinner. Leslie masquerades as a housewife to attempt to escape the consequences of tax fraud.

Love, Sex, and the IRS is filled with twists of fate, sight gags, mistaken identities, and hilarious hijinks in this wild farce of a comedy written by William Van Zandt and Jane Milmore.





THE CITY OF
ALPHARETTA
RECREATION PARKS &
CULTURAL SERVICES

PRESENTS

In Partnership With



Silent Sky
by Lauren Gunderson
on the stage at

FULTON COUNTY SCHOOLS
INNOVATION
ACADEMY

125 Milton Ave, Alpharetta, GA 30009

March 10-26, 2023
Fridays and Saturdays at 8:00 PM
Sunday Matinees at 2:00 PM

Silent Sky by ACT 1 Theater

Tickets <https://act1theater.org/shows-20222023>

When Henrietta Leavitt begins work at the Harvard Observatory in the early 1900s, she isn't allowed to touch a telescope or express an original idea. Instead, she joins a group of women "computers," charting the stars for a renowned astronomer who calculates projects in "girl hours" and has no time for the women's probing theories. As Henrietta, in her free time, attempts to measure the light and distance of stars, she must also take measure of her life on Earth, trying to balance her dedication to science with family obligations and the possibility of love. The true story of 19th-century astronomer Henrietta Leavitt explores a woman's place in society during a time of immense scientific discoveries, when women's ideas were dismissed until men claimed credit for them. Social progress, like scientific progress, can be hard to see when one is trapped among earthly complications; Henrietta Leavitt and her female peers believe in both, and their dedication changed the way we understand both the heavens and Earth.



RECREATION COMMISSION MEETING MONTHLY DIVISION REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: CHRISTINE YOUNG

I. AGENDA ITEM TITLE: Recreation Services Division Monthly Report – February 2023

II. RECOMMENDATION:

This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time.

III. REPORT IN BRIEF:

Monthly Highlights

- Mrs. Merbaum turned 100!
- Alpharetta Gymnastics Academy Competition Accomplishments
 - At the ATL Classic the weekend of January 28th, Aven Van Gelder scored 9.9 on vault; Level 6, Silver and Diamond all received 1st place rankings. Level 6.
 - At the meet this last weekend, Level 6 won first, and the girls had the opportunity to meet Katelyn Ohashi, six-time All American, four-time member of the USA gymnastics Junior National Team, 2011 Junior National Champion, former UCLA gymnast and viral sensation for her collegiate 10.0 routine.
- Polar Plunge - February 4th
- Summer Guide
- Family Dance - February 11th

Recreation Commission Q&A

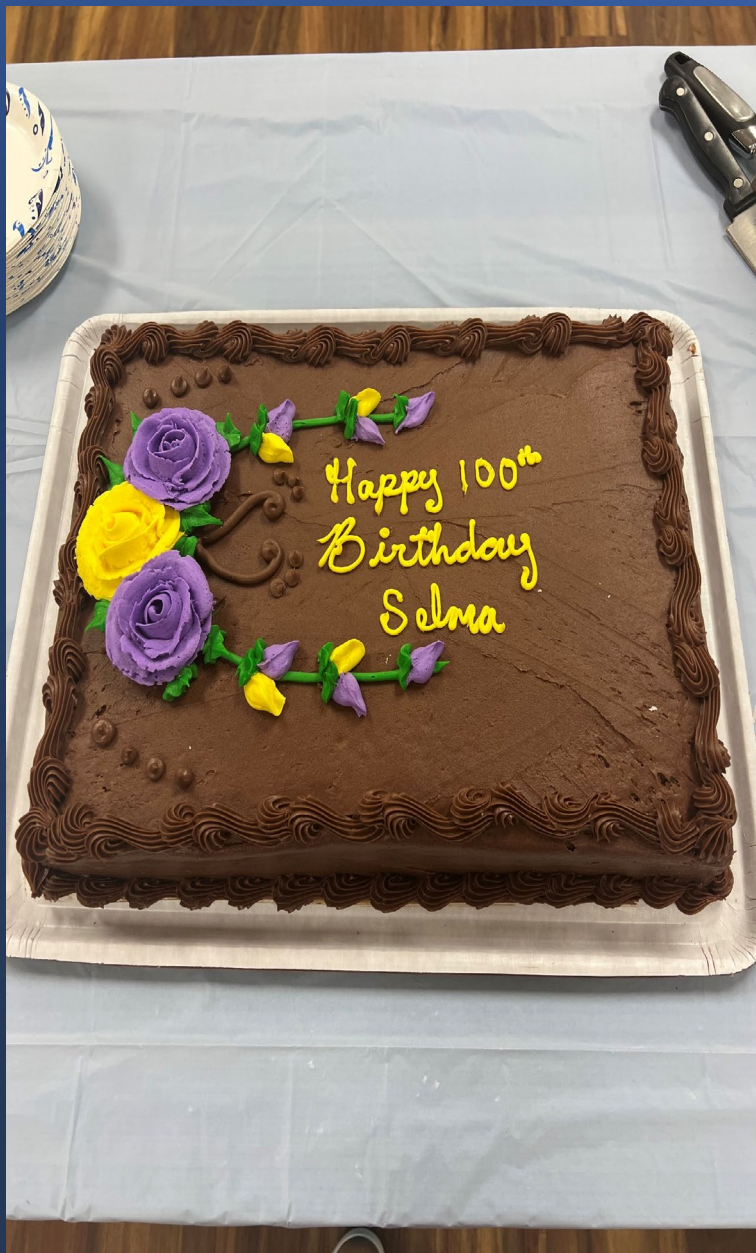
- No questions related to the Recreation Services Division were posed by Commissioners at the last meeting in which a follow-up response was required.

Monthly Happenings

- Summer Guide February 15th online; hard copies week of February 22nd
- Registration for Summer begins March 8th for residents; March 22 Open Registration

IV. ATTACHMENTS:

- Recreation Services Event Photos – February 2023





























RECREATION COMMISSION MEETING STAFF REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: ERIC MILLEY

I. AGENDA ITEM TITLE: Park Services (Excluding Wills Park) Monthly Report – February 2023

II. RECOMMENDATION:

This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time.

III. REPORT IN BRIEF:

Monthly Highlights:

- Installed new automatic locks for the parking deck and North Point/Greenway restrooms. The locks are activated by a timer that will be dictated by seasons and events. These systems have already been installed at Cogburn, Windward Community, Innovation, and North Park. The plan is to have all park restrooms on these automatic door lock systems.

Monthly Initiatives:

- We are preparing to mulch city hall, Brooke Street Park, Haynes bridge, and Main Street medians, all of city center but the tree wells due to the upcoming tree well repairs.
- All parks are preparing for the spring season replacing bases, replacing netting on goals and batting cages, repairing or replacing portable mounds, and filling in several areas where infields and out fields hold water.
- The Greenway crew has been continuing to keep the trails clear and safe for pedestrian and cycle usage with minimum trail closures.

Recreation Commission Q&A:

- No questions related to the Park Services Division were posed by Commissioners at the last meeting in which a follow-up response was required.

IV. ATTACHMENTS:

- Video of Greenway





RECREATION COMMISSION MEETING STAFF REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: MATT CASEY

I. AGENDA ITEM TITLE: Park Services (Wills Park) Monthly Report – February 2023

II. RECOMMENDATION:

This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time.

III. REPORT IN BRIEF:

Monthly Highlights & Initiatives:

- Field 4 Turf replacement is almost complete. We are working through some last-minute punch list items on the project.
- Recreation Center playground was reconfigured to comply with stream buffer and our reforestation grant. The project will enhance the landscape and secure the stream bank moving into the future.
- Wills Park Equestrian center has started its horseshows for the year. Arenas were graded, stabling inspected, and roadways repaired for upcoming show season.

Recreation Commission Q&A:

- No questions related to the Park Services Division were posed by Commissioners at the last meeting in which a follow-up response was required.

IV. ATTACHMENTS:

- None.



RECREATION COMMISSION MEETING DIRECTOR'S REPORT

SUBMITTING DEPARTMENT: RECREATION, PARKS & CULTURAL SERVICES
SUBMITTED BY: MORGAN RODGERS

I. **AGENDA ITEM TITLE:** Union Hill Park - Vendor Approval for Covered Arena Electrical Upgrades
APPROVAL TO UTILIZE MEER ELECTRICAL CONTRACTORS, INC. UNDER THE CITY'S APPROVED ON-CALL SERVICES CONTRACT (#20-121) FOR ELECTRICAL REPAIRS AND UPGRADES TO THE COVERED ARENA AT UNION HILL PARK.

II. **RECOMMENDATION:**

This report is presented for Recreation Commission discussion and information purposes. No vote or formal action is requested at this time.

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: \$86,087.88

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Union Hill Park Series 2022 Bond 30161150 541500 / C2216	\$86,087.88

IV. **REPORT IN BRIEF:**

BACKGROUND:

Through a rigorous selection process, the City Council agreed to nine high priority park projects to be included in the Series 2022 Park Bonds. One of the nine projects included the renovation of Union Hill Park. The project would include reformation of the park as a recreational and gathering space that better meets the needs of current and future Alpharetta residents, including trails, expanded Greenway connectivity, and other amenities.

One main feature of Union Hill Park is the covered area. This area has been repurposed in recent years to serve as a multipurpose venue for concerts, summer camps, and group outings and is proving successful in this rebranding. In fact, some would argue that the venue is the best, acoustically, for the Home by Dark Concert Series now being produced in the arena.

One facet of the Union Hill Park Series 2022 Park Bond project involves electrical repairs and upgrades to the covered arena to further enhance the space and support the arena as a multipurpose venue. More specifically, the electrical repairs and upgrades would include replacing broken fixtures, upgrading the fixtures to more efficient LED lighting, repairing and adding power outlets, improving air circulation by replacing the existing exhaust fans with area ceiling fans, and updating the

electrical panels to accommodate a more robust and broad variety of activities.

CURRENT PROJECT STATUS:

With bond funding secured to complete the electrical repairs and upgrades of the park's covered arena, staff researched the best path forward for implementing the renovations. Working with the Finance Department, staff reviewed the City's existing on-call services contract with Meer Electrical Contractors, Inc. (attached hereto as Exhibit "A") and determined that the scope of work for these repairs and enhancements were included within the services provided under the contract. Subsequently, staff requested an estimate for the work if performed by Meer Electrical Contractors, Inc. (attached hereto as Exhibit "B"). The total cost for the project is estimated at \$86,087.88.

RECOMMENDATION:

The opportunity to award the project to Meer Electrical Contractors, Inc. through the City's existing on-call services contract with the vendor is a great benefit to the City as Meer Electrical Contractors, Inc. has proven to not only be the most competitive vendor with prior solicited City projects but has also been both proficient and effective in delivering their services.

This item is scheduled to seek City Council approval at the February 20, 2023 Council Meeting. Should the Mayor and Council accept and approve the estimate provided by Meer Electrical Contractors, Inc. for the park's electrical upgrades, the approximate timeline for completion of the project will be 30 days after the scheduled work begins.

V. ALTERNATIVES:

N/A

VI. ATTACHMENTS:

- Exhibit A - Meer Electric Active On-call Electrical Services Contract
- Exhibit B - UHP Covered Area Electrical Repair & Upgrade Estimate

CONTRACT NAME: ON-CALL ELECTRICAL SERVICES FOR PARKS
CONTRACT NO. 20-121

CITY OF ALPHARETTA STANDARD CONTRACT FOR SERVICES

This Contract for Services for the City of Alpharetta is made and entered into and is effective the upon July 1, 2020, by and between Meer Electrical Contractors, Inc., a Georgia corporation with its principal office located at 405 Tidwell Drive, Alpharetta, GA 30004 (the "Contractor") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "City").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposal dated March 19, 2020 (the "RFP"), including any addenda thereto, and the Contractor's Proposal dated April 16 2020 (the "Proposal"), all of which collectively are incorporated herein by reference (collectively, the "Contract Documents"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor's obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP specifications and by task order (the "Work") and, in general, include the following: ON-CALL ELECTRICAL SERVICES FOR CITY PARKS includes, but is not limited to labor, materials, and equipment to:

replace light bulbs and any other electrical components for park lights on ball fields, parking lots, tennis courts, swimming pool area – including lighting in the pool, building security lights, gym and gymnastic center, lighting within park water features; provide and install new lighting fixtures and poles; replace existing poles with new poles; replace existing light fixtures with new LED fixtures.
3. Contract Prices. As finally awarded by the City, the City shall pay Contractor in accordance with the unit prices/rates set forth in Contractor's Cost Proposal Worksheet, which is attached hereto and incorporated herein as **Exhibit "A,"** for Contractor's performance of Work.
4. This price includes the full development and provision of all deliverables as specified in the RFP and Proposal, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attn: Kurt Kirby

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject

CONTRACT NAME: ON-CALL ELECTRICAL SERVICES FOR PARKS
CONTRACT NO. 20-121

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

4. Commencement of Work; Time for Performance.
 - (a) Commencement of Work. The Contractor shall not proceed to perform the Work until on or after July 1, 2020, and as requested by task order.
 - (b) Time for Performance. Contractor's time for performance of each portion of the Work shall be set forth in the subject task order. When not set forth in the task order, Contractor shall provide arboricultural services no later than one (1) day following receipt of the task order requesting same. Emergency services shall be commenced within one (1) hour of the request for same.
 - (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.
5. Term. The Contract is for a term of **Five years**, (60) months commencing **July 1, 2020**, and terminating **June 30, 2025**, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.
6. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.
7. Representations and Warranties. Contractor represents and warrants that: (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the

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

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

9. Insurance.

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

- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
- ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per

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

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

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

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

continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

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

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requirements have been satisfied.

- (e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to any error, omission, willful misconduct, negligent act, or breach of this Contract by Contractor, or any of its officers, agents, employees or subcontractors, in the performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.
11. Subcontractors and Contractor Personnel.
- (a) No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the Proposal.
 - (b) Subcontractor Requirements. Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
 - (c) Key Staff. Where Contractor has specifically identified certain personnel in the Proposal for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor shall assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the Proposal. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor shall provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key

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Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

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

12. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, no employee or subcontractor of Contractor shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).
13. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
14. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.
15. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

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

Meer Electrical Contractors, Inc., dba Meer Electric
405 Tidwell Drive
Alpharetta, GA 30004
Attn: Judy Meer, Secretary/Treasurer

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

City of Alpharetta
Recreation, Parks and Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers, Director

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(c) With a copy to:

C. Sam Thomas
 Alpharetta City Attorney
 Bovis, Kyle, Burch & Medlin, LLC
 200 Ashford Center North, Suite 500
 Atlanta, Georgia 30338-2680

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

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

17. Confidential Information.

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

- i. The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- ii. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- iii. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- iv. The Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data of the City shall remain the property of the City at all times. In order to obtain access to certain data in order to perform certain portions of the Work, Contractor may be required to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

(b) No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Subject to Section 18 (*Rights in Proprietary*

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Data) hereof, as between the parties, any data supplied to or created by the Contractor shall be considered the property of the City, and Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- (c) Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- (d) Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- (e) Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

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

- (a) Data of Contractor. The capitalized term "Proprietary Data" as used in this Section 18 shall mean commercial proprietary written reports, studies, drawings, trademarks, specifications, designs, models, processes, systems, photographs, computer CADD discs, reports, plans, surveys, software, or other graphic, electronic, chemical or mechanical representations of the Contractor, and further includes Proprietary Data provided to Contractor by a third party pursuant to a non-disclosure agreement or covenant or which constitutes a trade secret pursuant to Georgia law. Proprietary Data does not include public records information compiled on the City's behalf for the purpose of performing the Work under this Contract or any written reports, studies, drawings, specifications, photographs, reports, surveys or other representations prepared by Contractor for the City in performance of the Work provided pursuant to this Contract.
- (b) Rights in Data. As between the parties, all Proprietary Data shall be the property of the Contractor. No title or ownership or any intellectual property or proprietary rights of Contractor, including licensed software code copyrights and licensed software documentation, are transferred to the City under this Contract. The City shall have the limited right to use such Proprietary Data, without any additional payment to or approval by the Contractor, as necessary to provide for full use of the Work and project deliverables.
- (c) Copyrights. No project deliverables developed or prepared in whole or in part under this Contract shall be subject to copyright protection owned by a third party in the United States of America or other country. Contractor shall not include in the project deliverables any copyrighted matter owned by a third party unless Contractor obtains the written approval of the City Administrator or designee and provides said City Administrator or designee with the written permission of the copyright owner allowing Contractor to use such copyrighted matter in the manner provided herein.
- (d) Confidentiality. To the extent allowed by law, City will treat any information received under or through this Contract regarding Contractor's Intellectual Property, which Contractor has marked and identified as "Confidential Intellectual Property," in strictest confidence and will not disclose such information to third parties except where such information: (a) was part of the public domain when received, or becomes a part of the domain through no action or lack of action by City; (b) prior to disclosure was already in City's possession and not subject to an obligation of

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

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

19. Compliance with Illegal Immigration Reform and Enforcement Act:

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

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

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

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

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

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

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

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

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- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
 - ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
 - iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
 - iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
 - (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.
20. Miscellaneous.
- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with

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Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term

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commencing on upon contract execution, and terminating at midnight one year later (the "initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13 and subject to the further conditions provided in this Paragraph, this Contract shall be automatically renewed for up to four (4) successive one (1) year terms (each one year term occurring after the initial term shall be referred to as a "renewal term") unless the City delivers written notice of non-renewal to Contractor at least thirty (30) days prior to the expiration of the initial term. At the expiration of each renewal term, this Contract shall be automatically renewed for an additional one (1) year term, unless the City furnishes Contractor written notice of its intent not to renew this Contract not less than thirty (30) days prior to the expiration of such renewal term. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. For any such renewal term, prices may be increased by the lesser of three percent (3%) or the Consumer Price Index factor (US City Average – All Items; most recent month). Contractor shall provide the City with the subsequent prices or rates for any renewal term, if different from the then existing prices or rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this Contract will terminate upon expiration of the then existing term. Nothing stated herein shall obligate the City to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

- (l) Additional Terms of Contractor. The City shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

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- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Publicity Provision. Contractor shall not use any trademarks, service marks, or logos of the City without the City's express prior written consent. In particular, Contractor shall not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.
6/11/2020

Executed _____

CITY OF ALPHARETTA, GEORGIA

DocuSigned by:
Jim Gilvin
By: _____
2DC6226B6FD44FB...
Jim Gilvin, Mayor

Approved as to Content:

DocuSigned by:
Morgan Rodgers
729B62B101EC4CC...
Morgan Rodgers,
Director of Recreation, Parks & Cultural Services

Approved as to form and legal sufficiency:

DocuSigned by:
Sam Thomas
45E7D18EB43B492...
C. Sam Thomas, City Attorney

MEER ELECTRICAL CONTRACTORS, INC.

DocuSigned by:
Judy Meer
By: _____
6AA3E266FDF44B3...
Judy Meer, Secretary/Treasurer

CONTRACT NAME: ON-CALL ELECTRICAL SERVICES FOR PARKS
CONTRACT NO. 20-121

Exhibit “A,”

RFP 20-121 On-Call Electrical Services for Parks
Electrical Contractor Rate Sheet

Offeror Name: Meer Electrical Contractors, Inc., dba Meer Electric

<u>Pole Height</u>	20 foot	30 foot	40 foot	50 foot	60 foot	70 foot	80 foot	90 foot	100 foot	Indoors 25 feet
<u>Labor</u>										
1 Person	88	88	88	88	88	88	88	88	88	88
2 People	108	108	108	108	108	108	108	108	108	108
3 People	196	196	196	196	196	196	196	196	196	196
4 People	216	216	216	216	216	216	216	216	216	216
<u>Lift Rental per day</u>	0 (owned equip)	0 (owned equip)	0 (owned equip)	0 (owned equip)	0 (owned equip)	1748	1748	2730	2730	0 (owned equip)
<u>Mark up cost or %:</u>										
<u>Underwater Light Labor</u>										
One Hour	108	216	324	432	540					
<u>Equipment Rental Mark Up Percentage (No mark up on taxes)</u>			20.00%							
<u>Parts/Material Mark Up Percentage (No Mark up on taxes)</u>			75.00%							

CITY OF ALPHARETTA REQUEST FOR PROPOSALS (RFP)

RFP Number: 20-121

RFP Title: On-Call Electrical Services for Parks



RFP SCOPE OF WORK

1. Authority to Issue This RFP

This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible, and to waive technicalities and inconsequential discrepancies to award a contract that is in the best interest of the City.

2. RFP Period of Non-communication and Single Point of Contact

Interested persons, their employees, representatives, agents, and attorneys shall not contact the City's elected officials or City staff during the procurement process and evaluation phase for this RFP.

Debora Westbrook is the Procurement Agent and Single Point of Contact; the only contact representing the City for this RFP. Debora can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta

2 Park Plaza

Alpharetta, GA 30009

Attn: Debora Westbrook, Procurement Agent

3. RFP Schedule of Events

1. Project Details section at <https://cityofalpharetta.bonfirehub.com/> for this procurement contains all important dates related to this RFP.
2. All Questions or Requests for Information must be sent before the Questions Due Date via the Bonfire procurement page for this project under **Message – Opportunity Q&A** at <https://cityofalpharetta.bonfirehub.com/>. Clearly reference the section that is applicable to the question.
3. Any addenda or other important information related to a procurement will be posted on the Bonfire website at <https://cityofalpharetta.bonfirehub.com/>
 - a. Answers to questions, other than simple clarification responses, will be answered in the form of an addendum.
 - b. Any changes to the project information or the posted schedule will only be made by City issued addendum.
4. Before submitting a response to this procurement, it is the responsibility of the Offeror to check the Bonfire portal for any addenda or other communications related to this procurement.

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City of Alpharetta is requesting technical proposals from licensed, qualified electrical companies/contractors to provide on-call electrical services on a task-order basis for Recreation and Parks locations. This includes, but may not be limited to, numerous parks with ball field and tennis court lighting, parking lot lighting, gathering areas, and athletic facilities with outdoor and indoor recreation areas. These areas require various electrical tasks. Specific requirements vary for each facility or park. The purpose of this RFP is to award a contract that guarantees rates and response times for the City. All work is within the City of Alpharetta.

The City of Alpharetta desires to retain one electrical contractor to provide the electrical services on a task order basis. However, the City reserves the right to divide the contract between two or more contractors if advantageous to the City.

No baseline amount of work is guaranteed with this contract. The City expects the selected firms to provide resources as needed to complete assignments in a timely manner.

2. Scope of Work

- a) ON-CALL ELECTRICAL SERVICES FOR CITY PARKS includes, but is not limited to labor, materials, and equipment to:
 - i. replace light bulbs and any other electrical component for park lights on ball fields, parking lots, tennis courts, swimming pool area – including lighting in the pool, building security lights, gym and gymnastic center, lighting within park water features.
 - ii. provide and install new lighting fixtures and poles.
 - iii. replace existing poles with new poles.
 - iv. replace existing light fixtures with new LED fixtures.
- b) In the performance of a task under this contract, ground surface protection (e.g. plywood) shall be used on all athletic/recreational fields and surrounding concrete where Lift/Truck or other heavy equipment is required.
- c) The electrical contractor shall be liable for any damages to grounds or facilities.
- d) For security purposes:
 - i. when working at any City property, park, or facility, all electrical contractor employees and/or subcontractors shall wear company uniforms displaying the company name while performing any work or service for the City.
 - ii. All electrical services contractor employees must undergo a background check. This background check will be performed by the City through the Police Department.
- e) Types of lighting currently in use includes, but may not be limited to the following:
 - i. T-12 and T8 fluorescent, various sizes,
 - ii. metal halide / high pressure sodium fixtures / mercury vapor,
 - iii. LEDs – various wattage,

- iv. underwater lighting in swimming pools and water features,
 - v. some lighting may be 277 volts.
- f) The electrical contractor shall be licensed to do the work as requested in this RFP. The contractor shall implement electrical services as directed by the City that meet building and electrical codes, standards, and general industry practices.
- g) Depending on the task, obtaining the proper permits before completing the work may also be involved.
- h) Awarded electrical services contractor must provide a written quote to the City for any task order for new or replacement installation of poles and/or fixtures totaling to \$2,500 or more.
- i) Awarded electrical services contractor shall begin work of non-emergency tasks within one day (24 hours) or less after receiving notification of the task. The work shall be done at a time that is convenient to the City.
- j) If an emergency exists that poses a threat or danger to public health, safety, welfare, loss of public or private property, or interruption in the delivery of essential governmental services, the director of Recreation, Parks and Cultural Services (or his designee) may request work to be started within two (2) hours of notification to the awarded electrical contractor.
- k) The electrical services contractor is expected to maintain resources to complete assigned tasks. Resources may include, but are not limited to:
 - i. labor such as support subcontractors.
 - ii. lift - typical lift specifications required to access most building lights are as follows: weight = 700 pounds; width = 32 inches.
 - iii. equipment to reach ballfield, parking lot and tennis court lights. These light poles vary in height from 20 feet to 100 feet.
 - iv. Additionally, the electrical contractor shall coordinate with on-city personnel as required to complete tasks (e.g. utility contractors).
 - v. required insurance coverage that names the City of Alpharetta as additionally insured. (See Information and Contract document for this RFP for detail of Insurance Requirements.)
- l) Site Visits: As each location varies, it is recommended for any contractor interested in submitting a proposal to the City to visit each site. This will allow the opportunity to view facility and athletic/recreational field access in order to determine Lift/Truck equipment or other equipment needs for each location.

Any contractor wishing to tour indoor facilities, such as gymnasiums, etc., should first contact Debora Westbrook at purchasing@alpharetta.ga.us to schedule a tour. These facilities are often used for classes and events. An unscheduled tour will not be accommodated.
- m) A detail listing of current Recreation and Parks locations is included on the next page. These locations, along with any additional park properties that may be added in the future, are included in the resulting contract.

Park / Building Name	Address	Notes
Alpharetta Art Center	238 Canton Street	
Alpharetta Community Center	175 Roswell Street	
Brook Street Park and City Center Grounds	2 Park Plaza	
Canton/Old Canton Pocket Park	52 Old Canton Street	
Cogburn Park	12825 Cogburn Road	
Crabapple Government Center	12624 Broadwell Road	
Encore Park	2225 Encore Parkway	
Haynes Bridge Park	10701 Haynes Bridge Road	
Maddox Park	174 South Main Street	
Mansell House	1835 Old Milton Parkway	
Marconi Park	4900 Marconi Drive	address of business next to parking lot
Maxwell Park	9305 Westside Parkway	
Mayfield Road Property	1470, 1480, 1490 Mayfield Road	
Mid Broadwell Park	1480 & 1490 Mid Broadwell Road	
Milton Avenue Park (Log Cabin)	210 Milton Avenue	
Milton Center	175 Milton Avenue	
North Park & Adult Activity Center	13450 Cogburn Road	
North Point Park (Greenway)	6698 North Point Parkway	
Old Rucker Park and Farm	850 & 860 Old Rucker Road	
Ole Milton Park	1 North Main Street	
Preston Ridge Park	3657 Preston Ridge Road	YMCA at the Greenway
Rock Mill Park	3100 Kimball Bridge Road	
Roswell/Old Roswell	37 Roswell Street	
Silos Park	12375 Crabapple Road	
Union Hill Park	1590 Little Pine Trail	
Village Green	2 Park Plaza	at Main St., in front of City Hall
Webb bridge Park	4780 Webb Bridge Road	
Westside Fitness Park	5150 Westside Parkway	
Wills Park	11925 Wills Road	includes Admin Office, Ball Fields, Pool, Rec Center, Tennis Courts
Wills Park Equestrian Center	11915 Wills Road	
Windward Community Park	6435 Windward Parkway	

