



CITY COUNCIL MEETING & PUBLIC HEARING DECEMBER 18, 2023

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **PRESENTATIONS & PROCLAMATIONS**
 - A. **Life Saving Award presentation to Eli Haverdink and Adam Penn by Chief John Robison of Alpharetta Public Safety and Lindsey Ross of the American Red Cross of Georgia**
5. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 11/13/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of November 13, 2023.
 - B. **City Council Meeting Minutes (Meeting of 11/27/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of November 27, 2023.
 - C. **Alcoholic Beverage License Applications**
Consideration of approval of the following alcoholic beverage license applications:
 1. **PH-23-AB-28 The 2ofus@Cutters LLC d/b/a Cutters Cigar and Spirits, 4915 Windward Parkway, Alpharetta, GA 30004**
Change in Ownership
Cigar Shop
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: The2ofus@Cutters LLC
Registered Agent: Michelle Pimentel Paz
 2. **PH-23-AB-29 Mediterranean Bistro LLC d/b/a Creation Social House, 11500 Webb Bridge Way #A7 145, Alpharetta, GA 30005**
Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Mediterranean Bistro LLC
Registered Agent: Jessica Conlon
 3. **PH-23-AB-30 Jangsujang at Avalon LLC d/b/a Jangsujang, 35 Milton Avenue, Suite C, Alpharetta, GA 30009**
Change in ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Jangsujang at Avalon LLC
Registered Agent: Jenny Hyun

D. Financial Management Report (Month Ending October 31, 2023)

Consideration of approval of the Financial Management Report for the month ending October 31, 2023.

E. Ratification of Consent Order and Final Judgment: Parcel 32 of McGinnis Ferry Road Widening Project

*Council Ratification of Consent Order and Final Judgment regarding Civil Action File Number 2022CV364158 in the amount of \$37,400.00 regarding **Parcel #32 of the McGinnis Ferry Road Widening Project (PI #0004634)** (Owners: Myriam Denis, Mortgage Electronic Registration Systems, Inc., & Windward HOA).*

F. Conflict Waiver: City of Milton and City of Alpharetta for Big Creek Greenway Connection Project

Consideration of approval of a Waiver of Conflict between the City of Milton and the City of Alpharetta, Georgia for the purposes of the Big Creek Greenway Connection Project and with authorization for the Mayor to execute all necessary documents.

G. Partnered Athletic League Facility Use Agreements & Partnership Renewals

Consideration of approval to renew annual agreements with the City of Alpharetta's Recreation, Parks, and Cultural Services Department five partnered athletic associations (Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., North Atlanta Football League, Inc., and Alpharetta Phoenix Rugby (Atlanta Youth Rugby), Inc.).

1. Partnered Athletic League Facility Use Agreement: Phoenix Rugby

2. Partnered Athletic League Facility Use Agreements & Partnership Renewals: AMBUSH

3. Partnered Athletic League Facility Use Agreements & Partnership Renewals: AYSA

4. Partnered Athletic League Facility Use Agreements & Partnership Renewals: NAFL

5. Partnered Athletic League Facility Use Agreements & Partnership Renewals: AYBA

6. NEW BUSINESS

A. Invitation to Bid 24-007: Douglas Road Drainage Improvements

Consideration of approval of the award of Invitation to Bid 24-007 for Douglas Road Drainage Improvements to Tri Scapes Inc. with funding in an amount not to exceed \$417,112.80 and with authorization for the Mayor to execute all necessary documents.

B. Invitation to Bid 24-008: Fiscal Year 2024 Bridge Maintenance

Consideration of approval of the award of Invitation to Bid 24-008 to Massana Construction, Inc. for the performance of the FY 2024 Bridge Maintenance project in an amount not to exceed \$441,402.00 and with authorization for the Mayor to execute all necessary documents.

C. Resolution: Water Efficiency Model Findings

Consideration of adoption of a resolution authorizing transmittal of the model findings resolution and local amendments to the plumbing code to the Georgia Department of Community Affairs (DCA).

D. Intergovernmental Agreement: Fulton County Animal Services

Consideration of approval of an Intergovernmental Agreement for the provision of animal control services between Fulton County, Georgia and the City of Alpharetta, Georgia and with authorization for the Mayor to execute all necessary documents.

E. Resolution: City of Alpharetta Communications Plan

Consideration of adoption of a resolution that adopts the City Communications Plan.

F. 2024 Fulton County Arts & Culture Grant

Consideration of approval for the Recreation, Parks and Cultural Services Department to apply for the 2024 Fulton County Arts & Culture Grant in the amount of \$20,000 and with a match of \$12,000 in City of Alpharetta funding from the FY2024 and FY2025 operating budgets, and with authorization for the Mayor to execute all necessary documents.

G. Request for Proposal 24-104 and Contract Award: Mid-Broadwell Park Playground

Consideration of approval of the award of Request for Proposal 24-104 and corresponding contract to Kompan, Inc. for the construction of the playground at Mid-Broadwell Park in the amount of \$159,953.26 and with authorization for the Mayor to execute all necessary documents.

H. Memorandum of Understanding: Home by Dark

Consideration of approval of a Memorandum of Understanding between the City of Alpharetta and Home by Dark Productions, LLC for talent, production, sound, lighting, public relations, and marketing for the 2024 Brooke Street Park Concert Series and with authorization for the Mayor to execute all necessary documents.

I. Memorandum of Understanding: Parks Without Borders for the City of Johns Creek and City of Alpharetta

Consideration of approval of the 2024 Parks Without Borders Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek and with authorization for the Mayor to execute all necessary documents.

7. PUBLIC COMMENT

8. REPORTS

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 11/13/2023)

Consideration of approval of the City Council meeting minutes from the meeting of November 13, 2023.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from November 13, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting on November 13, 2023.

ALTERNATIVES:

Do not approve as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 11.13.2023



City Council Meeting & Public Hearing
NOVEMBER 13, 2023
UNOFFICIAL MINUTES
Office of the City Clerk

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

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:47 p.m.

2. ROLL CALL

- Council Members

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

- Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Kathi Cook, Director of Community and Economic Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: 2023 Alpharetta High School Girls Volleyball Team

- Mayor Gilvin presented a proclamation to the members of the 2023 Alpharetta High School Girls Volleyball team.

5. **BOARDS & COMMISSIONS**

A. Swearing-In of Board and Commission Members

- Mayor Gilvin swore in new Design Review Board member, Jennifer Sprayberry.

6. **CONSENT AGENDA**

A. City Council Meeting Minutes (Meeting of 11/6/2023)

Consideration of approval of the City Council Meeting Minutes from the meeting of November 6, 2023.

B. Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-26 LRP Hotels of Alpharetta, LLC
d/b/a Hilton Garden Inn Atlanta Northpoint
10975 Georgia Lane Alpharetta, GA 30022
Hotel
Change in Ownership
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: LRP Hotels of Alpharetta, LLC
Registered Agent: Ankil Bhakta

2. PH-23-AB-27 Walking Astro, LLC
d/b/a Standard at Alpharetta
4 South Main Street, Alpharetta, GA 30005
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Walking Astro, LLC
Registered Agent: Michael Sard

PUBLIC COMMENTS:

- There were no public comments.
- Council Member Hipes requested for the City Council meeting minutes from the meeting of November 6, 2023 be removed from the Consent Agenda.
- Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Will seconded the motion.
 - The motion passed unanimously (7-0).
- Council Member DeRito offered a motion to approve the City Council meeting minutes from the meeting of November 6, 2023.

- Council Member Will seconded the motion.
- The motion passed (6-0-1; as Council Member Hipes abstained).

7. PUBLIC HEARING

A. Z-23-11 Ocee Place

Consideration of a rezoning to allow for 2 "For-Sale" single-family detached lots on 2.5 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale', Residential). The property is located at 4050 Kimball Bridge Road and is legally described as being located in Land Lots 79, 80 and 93, 1st District, 1st Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Castle View Homes, LLC, is requesting a rezoning to allow for the construction of two (2) 'For-Sale' single-family detached lots on 2.49 acres. A rezoning is requested from AG (Agriculture) to R-15 (Dwelling, 'For-Sale' Residential). The subject property is located at 4050 Kimball Bridge Road near the southwest corner of Kimball Bridge Road and Buice Road.
- This item was considered by the Planning Commission at the October 5, 2023 meeting. There was one (1) public comment in opposition with concerns over stormwater, tree removal, site plan lacks home footprints, want to see a landscape plan, property should be sold to Johns Creek for overflow parking for Ocee Park, and renderings are insufficient. After discussion, Planning Commission deferred the applicant's request to the next meeting with the request that the applicant provide shell home renderings that can be customized and address concerns with neighbors (vote 6-0).
- This item was reconsidered at the November 2, 2023 Planning Commission meeting. There was one (1) public comment in opposition with concerns over stormwater and tree removal. After discussion, Planning Commission recommended approval of the request subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve Z-23-11 Ocee Place / 4050 Kimball Bridge Road, subject to the following conditions:
 1. The site, consisting of approximately 2.49 acres, shall be zoned R-15 and developed substantially similar to site plan prepared by Earth Design Engineering, LLC, dated 10/23/2023, except for modifications required to comply with the conditions below. Homes shall be oriented to Kimball Bridge Road. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Home elevations shall have traditional architecture and exterior materials shall be at least 75% brick and/or stone similar to the submitted elevations, labeled Exhibit A – Home Renderings, with final approval by Staff. Homes

shall have 3-sided architecture and materials, and garage doors shall not be visible from Kimball Bridge Road, as approved by Staff.

3. Minimum 20' decorative landscape strip shall be provided along Kimball Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.
 4. Developer shall improve Kimball Bridge Road frontage with a minimum 6' sidewalk, 6' planter planted with street trees, and decorative pedestrian lighting matching the City's recent improvements, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
 5. Developer shall plant trees along each side of the new shared driveway.
 6. Developer shall include the driveway portion on each lot in the total impervious area calculation as it relates to stormwater.
 7. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
 8. Developer shall remove exotic and invasive trees and shrubs within tree save areas, as approved by Staff.
 9. Unfinished wood fences and decks shall not be visible from Kimball Bridge Road or Ocee Park.
 10. Trees shall be preserved as depicted on the site plan prepared by Earth Design Engineering, LLC, dated 8/21/2023.
 11. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
 12. Utility structures, headwalls, etc. shall be finished with decorative stone, where visible from Ocee Park or Kimball Bridge Crossing.
- The subject property is wooded and developed with a single-family detached home. Surrounding properties are zoned R-12 (Dwelling, 'For-Sale', Residential) to the north, R-15 (Dwelling, 'For-Sale' Residential) to the west and south and AG and City of Johns Creek to the east. Kimball Oaks subdivision is located to the north, Kimball Bridge Crossing subdivision is located to the west and south, and an unplatted single-family detached lot and Ocee Park are located to the east. The comprehensive land use plan designation of the property is 'Low Density Residential', which allows the proposed zoning district and use.
 - The property is wooded and consists of a mix of pines and hardwoods. Tree saves are depicted along the west, south and east property lines. Tree groupings and/or

trees of quality should be identified and saved on the property. Stormwater will be addressed on each property individually. Full stormwater requirements will apply if the new or replaced impervious area of each lot is 5,000 square feet or more.

- The applicant submitted renderings of the homes depicting brick and stone as the primary exterior material. Garages will not face the street. According to the applicant, the homes will be two (2) stories over basement and between 4,000 to 6,000 square feet. Price points will range between \$1.6 million to \$2 million.
- The proposed project, consisting of two (2) single-family detached homes, would generate approximately two (2) AM Peak Hour trips and two (2) PM Peak Hour trips.
- Fulton County Schools does not provide an impact assessment for residential developments with less than four (4) dwelling units. Impacts to area schools would be negligible with the proposed development.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received, except for comments received at the Community Zoning Information Meeting. A Community Zoning Information Meeting was held on September 13, 2023. Several people signed in but did not leave comments. According to the applicant, there were three (3) main comments related to landscaping between the driveway and homes to the west, stormwater management, and length of construction. The applicant committed to planting landscaping along the new driveway, complying with the City's stormwater standards, and minimizing the length of construction.
- Staff has reviewed the applicant's proposal against the established review criteria for a rezoning. The proposed rezoning is consistent with the future land use designation of the property, as well as the existing use of adjacent and nearby properties. The R-15 district would have the least impact to surrounding properties and would result in lots that are larger than lots in surrounding and nearby subdivisions.
- Nick Griffis came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- There were no public comments.
- Mayor Pro Tem Merkel offered a motion to approve Z-23-11 Ocee Place / 4050 Kimball Bridge Road, subject to the following conditions:
 1. The site, consisting of approximately 2.49 acres, shall be zoned R-15 and developed substantially similar to site plan prepared by Earth Design Engineering, LLC, dated 10/23/2023, except for modifications required to comply with the conditions below. Homes shall be oriented to Kimball Bridge Road. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.

2. Home elevations shall have traditional architecture and exterior materials shall be at least 75% brick and/or stone similar to the submitted elevations, labeled Exhibit A – Home Renderings, with final approval by Staff. Homes shall have 3-sided architecture and materials, and garage doors shall not be visible from Kimball Bridge Road, as approved by Staff.
3. Minimum 20' decorative landscape strip shall be provided along Kimball Bridge Road, consisting of trees, shrubs and ground cover, as approved by Staff. Existing tree groupings and trees of quality shall be saved in the landscape strip, as approved by Staff.
4. Developer shall improve Kimball Bridge Road frontage with a minimum 6' sidewalk, 6' planter planted with street trees, and decorative pedestrian lighting matching the City's recent improvements, as approved by Staff. Streetscape modifications shall be permitted for the purpose of tree preservation or utility conflicts, with final approval by Staff.
5. Developer shall plant trees along each side of the new shared driveway.
6. Developer shall include the driveway portion on each lot in the total impervious area calculation as it relates to stormwater.
7. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
8. Developer shall remove exotic and invasive trees and shrubs within tree save areas, as approved by Staff.
9. Unfinished wood fences and decks shall not be visible from Kimball Bridge Road or Ocee Park.
10. Trees shall be preserved as depicted on the site plan prepared by Earth Design Engineering, LLC, dated 8/21/2023.
11. Widths/lengths of fire department access road shall comply with Appendix D – Fire Apparatus Access Roads.
12. Utility structures, headwalls, etc. shall be finished with decorative stone, where visible from Ocee Park or Kimball Bridge Crossing.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

B. MP-23-04/V-23-24 / Pickle and Social

Consideration of a master plan amendment and variance to allow for the construction of an indoor and outdoor pickle ball facility and 8,100 square foot freestanding restaurant on 6.25 acres in the North Point Overlay. The pickle ball facility includes 7 outdoor courts, 8

indoor courts, 14,000 square foot restaurant with rooftop, and 5,000 square foot professional office. A variance is requested to allow parking between the freestanding restaurant building and Rock Mill Road. The property is located at 0 North Fulton Expressway and 2025 Rock Mill Road and is legally described as being located in Land Lots 753, 754, 797 and 798, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Neal Freeman, is requesting a master plan amendment and variance to allow for the construction of an indoor and outdoor pickle ball facility and 8,100 square foot freestanding restaurant on 6.25 acres in the North Point Overlay. The pickle ball facility includes seven (7) outdoor courts, eight (8) indoor courts, a 14,000 square foot restaurant with rooftop, and 5,000 square foot of professional office space. A master plan amendment is requested to the Delta Credit Union Master Plan to add 'Recreation Facility, Indoor and Outdoor' as a permitted use in order to allow the applicant's development proposal. A variance is requested to modify North Point Overlay site regulations to allow parking between the street and the freestanding restaurant building along Rock Mill Road. The subject property is located at 0 North Fulton Expressway at the northeast corner of Haynes Bridge Road and Rock Mill Road.
- This item was considered at the November 2, 2023 Planning Commission meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve MP-23-04/V-23-24 Pickle and Social/Delta Credit Union Master Plan, subject to the following conditions:
 1. The 6.2-acre property shall be developed substantially as depicted on the plan prepared by Paradigm, dated 11/6/23, except for modifications required to comply with these conditions.
 2. 'Recreation Facility, Indoor and Outdoor', 'Professional Office', and 'Restaurant' with no drive-through shall be permitted uses in the Delta Community Credit Union Master Plan.
 3. Architecture shall be developed substantially similar to the submitted renderings, labeled Exhibit A – Renderings, subject to final approval by DRB. Exterior building materials shall comply with the North Point Overlay Building Design regulations, with final approval by DRB.
 4. Parking shall be permitted between Rock Mill Road and the freestanding restaurant building as depicted on the site plan prepared by Paradigm, dated 11/6/23. Parking lot shall be screened from Haynes Bridge Road

and Rock Mill Road with native and/or drought-tolerant shrubs or grasses, with final approval by DRB.

5. Additional landscaping, consisting of a mix of native and/or drought-tolerant trees, shrubs, and grasses, shall be required around the outdoor courts in an effort to soften the look from the street, with final approval by DRB.
6. Minimum 1.2 acres of open space shall be reserved and improved substantially as depicted on the site plan prepared by Paradigm, dated 11/6/23. Property owner shall be responsible for the maintenance of all open space areas.
7. Minimum 0.37 acres of civic space shall be developed at the corner of Haynes Bridge Road and Rock Mill Road, which shall include decorative hardscape, landscape, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Hardscape, landscape, and monument/district threshold shall be maintained by the property owner.
8. EcoDistrict points shall be substantially similar to the description provided in the letter of intent, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
9. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
10. Developer shall improve the Haynes Bridge Road streetscape as follows: minimum 6' planter planted with street trees, 8' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
11. Developer shall improve the Rock Mill Road streetscape as follows: minimum 6' planter planted with street trees, 6' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
12. Developer shall provide an enhanced pedestrian crossing across Rock Mill Road at Haynes Bridge Road and at the entrance to the Fulton County Schools maintenance facility, which shall include the North Point EcoDistrict leaf pattern pavement markings. Enhanced crossing shall be eligible for impact fee credits, as approved by Staff.

13. Trees shall be preserved as depicted on the site plan prepared by Paradigm, dated 11/6/23. Tree save areas shall be thinned out, cleaned up and replanted with native and/or drought-tolerant landscaping materials (not additional trees), as approved by Staff.

- The undeveloped, wooded property is zoned O-I (Office-Institutional) and is subject to the Delta Credit Union Master Plan. Surrounding properties are zoned O-I to the east, PSC (Planned Shopping Center) to the south and CUP (Community Unit Plan) to the west. Georgia 400 is located to the north, Fulton County Schools North Maintenance Shop is located to the east, North Point Commons shopping center is located to the south and Atlanta Center for Dental Health is located to the west. The comprehensive land use plan designation of the property is 'Corporate Office', which allows the applicant's proposal.
- The Delta Credit Union Master Plan was approved in 2006 with amendments to a reversion clause in 2009 and 2011. The master plan allows 20,480 square feet per acre of office, bank and 25% incidental service retail uses with a maximum building height of ten (10) stories or 150' on the subject property. A master plan amendment, comprehensive land use plan amendment, and rezoning was denied on the subject property in 2022 to allow a townhome development.
- The applicant requests a variance to Unified Development Code (UDC) Subsection 2.10.3 Site Regulations, to allow parking between Rock Mill Road and the freestanding restaurant building.
- The submitted site plan depicts a one (1) story, 8,100 square foot freestanding sit-down restaurant at the corner of Haynes Bridge Road and Rock Mill Road. A pickle ball facility is oriented to Rock Mill Road on the eastern half of the property, which includes seven (7) outdoor pickleball courts along Rock Mill Road and a two (2) story, 22,300 square foot indoor pickleball facility set behind the outdoor courts. The pickle ball building includes eight (8) indoor courts, a 14,000 square foot restaurant with rooftop, and 5,000 square feet of professional office space in the basement level. Two (2) of the outdoor courts are proposed to be covered. Access to the property is proposed from a new driveway off Rock Mill Road.
- A six-foot (6') planter and six-foot (6') sidewalk are depicted along Rock Mill Road and a six-foot (6') planter and eight-foot (8') sidewalk are depicted along Haynes Bridge Road. Six-foot (6') sidewalks are depicted throughout the development. A ten-foot (10') landscape strip is depicted on Rock Mill Road and a twenty-foot (20') landscape strip is depicted on Haynes Bridge Road. The outdoor courts are setback a minimum ten feet (10') from Rock Mill Road and both buildings are setback approximately 75' from Rock Mill Road and Haynes Bridge Road.

- The Unified Development Code (UDC) Parking regulations and North Point Overlay requirements would require 195 parking spaces for the proposed development. Parking in the North Point Overlay includes a required 20% reduction in parking, due to the abundance of parking and having the largest number of bus routes in the City. A total of 195 parking spaces are provided on the site plan.
- The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 0.94 acres of open space for the 6.25-acre site. The site plan depicts 1.22 acres, or 19.6%, of the property as open space. Civic space, consisting of 0.78 acres, is depicted around the pickle ball facility and at the corner of Haynes Bridge Road and Rock Mill Road, which includes a tree save area, walking trail, and gathering area with benches. The outdoor pickle ball courts represent 0.44 acres of amenity space.
- The North Point Overlay requires a minimum five percent (5%) amenity space and ten percent (10%) civic space, or a total of 0.94 acres of open space for the 6.25-acre site. The site plan depicts 1.22 acres, or 19.6%, of the property as open space. Civic space, consisting of 0.78 acres, is depicted around the pickle ball facility and at the corner of Haynes Bridge Road and Rock Mill Road, which includes a tree save area, walking trail, and gathering area with benches. The outdoor pickle ball courts represent 0.44 acres of amenity space.
- The property is wooded, consisting of a mix of hardwoods and pines. A 16,300 square foot tree save area, including several tree saves, and civic space are depicted at the corner of Haynes Bridge Road and Rock Mill Road. The 60' Georgia 400 undisturbed tree buffer is depicted along the north property line adjacent to Georgia 400. A stormwater management facility is depicted in the northeast corner of the property closest to Georgia 400.
- Renderings were provided by the applicant depicting the two (2) proposed buildings. The freestanding restaurant is depicted in a contemporary style with exterior materials consisting of architectural block, hard coat stucco and glass curtain wall. The two (2) story pickle ball facility also has a contemporary style with exterior materials consisting of architectural block, hard coat stucco, and natural/manufactured stone. Contemporary, modern, and industrial/mercantile styles are encouraged in the North Point Overlay.
- The North Point Overlay requires that EcoDistrict measures be incorporated into all new developments, of which a minimum seven (7) EcoDistrict points are required for the proposed development. According to the applicant's letter of intent, the development proposes seven (7) EcoDistrict points. EcoDistrict points are requested for Enhanced Bicycle Amenities, Alternative Transportation, Additional Landscaped Civic Space. The applicant proposes to provide employee shower facilities, a bicycle repair center, additional bicycle parking,

ride sharing spaces at both the restaurant and pickle ball facility, a van pool space, and additional landscaped civic space.

- The applicant provided a trip generation report, which shows that the proposed development would generate approximately 121 AM Peak Hour trips and 176 PM Peak Hour trips.
- The Citizen Participation Plan report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no written correspondence was received. However, the applicant received a comment regarding traffic. After explaining the trip generation report, the applicant indicated that the person who commented was okay. The Community Zoning Information Meeting was held on October 11, 2023. There were no public comments.
- Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment and variance. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The proposal to allow a pickle ball facility would add a recreational use that will synergize the area, adding a draw to the North Point area. The variance request can be supported, given the unusual shape of the property, multiple road frontages, tree buffer and tree saves. If approved, conditions are recommended requiring a North Point EcoDistrict monument or district threshold at the corner of Haynes Bridge Road and Rock Mill Road.
- The applicant, Neal Freeman (959 Middle Fork Trail Suwanee, GA) came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- Mayor Pro Tem Merkel offered a motion to approve MP-23-04/V-23-24 Pickle and Social/Delta Credit Union Master Plan, subject to the following conditions:
 1. The 6.2-acre property shall be developed substantially as depicted on the plan prepared by Paradigm, dated 11/6/23, except for modifications required to comply with these conditions.
 2. 'Recreation Facility, Indoor and Outdoor', 'Professional Office', and 'Restaurant' with no drive-through shall be permitted uses in the Delta Community Credit Union Master Plan.
 3. Architecture shall be developed substantially similar to the submitted renderings, labeled Exhibit A – Renderings, subject to final approval by DRB. Exterior building materials shall comply with the North Point Overlay Building Design regulations, with final approval by DRB.

4. Parking shall be permitted between Rock Mill Road and the freestanding restaurant building as depicted on the site plan prepared by Paradigm, dated 11/6/23. Parking lot shall be screened from Haynes Bridge Road and Rock Mill Road with native and/or drought-tolerant shrubs or grasses, with final approval by DRB.
5. Additional landscaping, consisting of a mix of native and/or drought-tolerant trees, shrubs, and grasses, shall be required around the outdoor courts in an effort to soften the look from the street, with final approval by DRB.
6. Minimum 1.2 acres of open space shall be reserved and improved substantially as depicted on the site plan prepared by Paradigm, dated 11/6/23. Property owner shall be responsible for the maintenance of all open space areas.
7. Minimum 0.37 acres of civic space shall be developed at the corner of Haynes Bridge Road and Rock Mill Road, which shall include decorative hardscape, landscape, and North Point EcoDistrict Monument or District Threshold. A unique EcoDistrict monument shall require approval by the Cultural Arts Commission. Hardscape, landscape, and monument/district threshold shall be maintained by the property owner.
8. EcoDistrict points shall be substantially similar to the description provided in the letter of intent, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
9. Green stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
10. Developer shall improve the Haynes Bridge Road streetscape as follows: minimum 6' planter planted with street trees, 8' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
11. Developer shall improve the Rock Mill Road streetscape as follows: minimum 6' planter planted with street trees, 6' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip material shall alternate on both sides of the sidewalk, as approved by Staff.
12. Developer shall provide an enhanced pedestrian crossing across Rock Mill Road at Haynes Bridge Road and at the entrance to the Fulton County Schools maintenance facility, which shall include the North Point EcoDistrict leaf pattern

pavement markings. Enhanced crossing shall be eligible for impact fee credits, as approved by Staff.

13. Trees shall be preserved as depicted on the site plan prepared by Paradigm, dated 11/6/23. Tree save areas shall be thinned out, cleaned up and replanted with native and/or drought-tolerant landscaping materials (not additional trees), as approved by Staff.

- Council Member Hipes seconded the motion.
- The motion was approved unanimously (7-0).

C. V-23-22 Chick-fil-A/4285 State Bridge Road

Consideration of variances to allow for a scrape and rebuild of an existing Chick-fil-A with drive-through. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the spacing for parking lot tree islands, and remove the required tree in certain parking lot tree islands. The property is located at 4285 State Bridge Road and is legally described as being located in Land Lots 120 & 129, 1st District, 1st Section, Fulton County.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, CPH, Inc., is requesting variances to allow for a scrape and rebuild of an existing Chick-fil-A with drive-through in order to enhance operations. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the parking length for a parking lot landscape island, and eliminate the required tree in certain parking lot landscape islands. The subject property is located at 4285 State Bridge Road on the south side of State Bridge Road and west of Kimball Bridge Road.
- Staff is recommending that Mayor and Council approve V-23-22 Chick-fil-A/4285 State Bridge Road, subject to the following conditions:
 1. Property shall be developed substantially in accordance with the site plan prepared by CPH, revised 10/2/23, except for modifications required to comply with the conditions below.
 2. Building shall have significant architectural details on all 4 sides and shall be substantially similar to the location at Avalon or North Point, final approval by DRB. Awnings shall be black and windows along State Bridge Road shall have a transparent transom, final approval by DRB.
 3. Front building setback and landscape strip along State Bridge Road shall be as depicted on the site plan prepared by CPH, revised 10/2/23.
 4. Required parking shall be provided as depicted on the site plan prepared by CPH, revised 10/2/23.

5. Parking lot landscape islands shall be provided and planted as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23, including eliminating required trees in 3 landscape island locations.
 6. Developer shall plant the planter along State Bridge Road with a continuous row of shrubs or grasses min. 2' tall at time of planting, final approval by DRB.
 7. Foundation plantings, in-ground and/or in pots, shall be required on all sides of the building, final approval by DRB.
 8. Low wall along State Bridge Road and project driveway shall have a brick or stone exterior and shall be heavily landscaped, including shrubs and vines and/or climbing landscaping, final approval by DRB.
 9. Vines and/or climbing landscaping shall be required on all columns of the drive-through pick-up structure, final approval by DRB. Columns on the order canopy shall be brick with final approval by DRB.
 10. Trees shall be saved as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23.
 11. Minimum 350 square foot outdoor seating area shall be provided.
 12. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by Staff. Existing non-conforming pole sign shall be removed. Monument sign shall not be a sign cabinet, shall not be internally illuminated, and shall have a maximum height of 6'.
 13. Dumpster enclosure shall be designed with materials that are compatible with the primary building and shall be heavily screened with landscaping from the adjacent right-of-way, final approval by DRB.
 14. If additional stormwater measures are necessary, they shall be aesthetically pleasing and bioswales shall be used where feasible. Run-off reduction shall be addressed with green stormwater BMPs, as approved by Staff.
- The submitted request, if approved, would allow for a scrape and rebuild of an existing Chick-fil-A with drive-through in order to enhance operations. Variances are requested to reduce the front setback and landscape strip along State Bridge Road, reduce parking, increase the parking length for a parking lot landscape island, and eliminate the required tree in certain parking lot landscape islands. The subject property is located at 4285 State Bridge Road on the south side of State Bridge Road and west of Kimball Bridge Road.
 - The 1.48-acre property is zoned C-1 (Neighborhood Commercial) and was developed in 1997 with a 4,208 square foot Chick-fil-A restaurant with drive-through. Surrounding properties are zoned C-1, except that the property to the southwest is zoned CUP (Community Unit Plan). Shell gas station is located to the

east, Wendy's is located to the northwest, Publix is located to the west, Park Brooke is located to the southwest and Honda Carland Service is located to the south. The comprehensive land use plan designation of the property is 'Commercial'.

- The applicant states that the variances are requested in an effort to redevelop the property to enhance operations and customer experience.
- The applicant requests the following variances from the Unified Development Code (UDC):
 - UDC Subsection 2.2.14 (D), C-1 Neighborhood Commercial, District Regulations. Variance to reduce the front building setback along State Bridge Road from 65' to 50'. The existing front building setback is approximately 60'.
 - UDC Subsection 3.2.8 (D), Tree Replanting, Buffer, and Landscape standards, Landscape Strips. Variance to reduce the landscape strip along State Bridge Road from twenty-feet (20') to sixteen-feet (16'). The existing landscape strip along State Bridge Road varies from approximately nine-feet (9') to fourteen-feet (14').
 - UDC Subsection 2.5.1 (B), Number of Vehicle parking spaces required, Business uses. Variance to reduce the required parking for a restaurant from 46 spaces to 41 spaces, or an eleven percent (11%) reduction.
 - UDC Subsection 3.2.8 (C), Tree Replanting, Buffer, and Landscape standards, Parking Lot Landscaping. Variance to increase the parking length for a parking lot landscape island from 72' to 110' and to eliminate the required parking lot tree island tree in three (3) locations. The existing site does not comply with parking lot landscape island requirements in several locations.
- The 1.48-acre site is currently developed with a one (1) story, 4,138 square foot Chick-fil-A restaurant with drive-through. Surface parking and a drive-through facility surround the building. The drive-through facility was upgraded several years ago with a two (2) lane entrance and there are 52 surface parking spaces on the property. The site plan depicts the existing building to be demolished and rebuilt with a one (1) story, 4,622 square foot building which is pulled up to State Bridge Road with surface parking behind. A double-lane drive-through facility, consisting of an order point canopy on the south side of the building and order pick-up structure on the north side of the building. The double-lane drive-through is located between the building and State Bridge Road. A low wall is depicted between the outer drive-through lane and the landscape strip along State Bridge Road. Vehicular access will remain from an existing shared driveway on State Bridge Road for the Publix Shopping Center.

- The width of the landscape strip along State Bridge Road has been increased, but pinches down to sixteen feet (16') at the northern corner of the property near the project driveway. A pedestrian connection is depicted from the sidewalk on State Bridge Road to the front door of the building along the project driveway.
- UDC Section 2.5 Parking and Loading, requires one (1) parking space per 100 square feet of the entire restaurant facility, or 46 parking spaces for the applicant's proposal. The site plan depicts 41 parking spaces to serve the site.
- None the trees in the rear buffer area are proposed to be impacted or removed. The landscape plan depicts six (6) of 28 trees identified on the site to be removed. It appears that the site is serviced by a master stormwater facility for the Publix shopping center.
- The applicant provided conceptual renderings of the proposed Chick-fil-A building, which depict a 1-story building with a brick exterior and flat roof. Two (2) brick colors are proposed on the building, which appear to be beige and off white.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that comments were received from an adjacent resident in Park Brooke confirming that the changes were limited to the front of the property. A Community Zoning Information Meeting was held on October 11, 2023. There were no public comments.
- Staff has reviewed the applicant's proposal against the established criteria for a variance. The proposal represents redevelopment of an existing site, which is currently legal non-conforming with respect to the front building setback, landscape strip along State Bridge Road, and parking lot landscape islands. The property has road frontage along State Bridge Road, as well as drive aisles on its north and west side which makes it difficult to screen surface parking and drive-through facilities. If approved, conditions are recommended requiring landscape enhancements along the property frontage, as well as high quality building design and materials to improve aesthetics and screening.
- Brook Sherard and Jacob Demic came forward to speak on behalf of the applicant.
-

PUBLIC COMMENTS:

- There were no public comments.
- Mayor Pro Tem Merkel offered a motion to approve V-23-22 Chick-fil-A/4285 State Bridge Road, subject to the following conditions:
 1. Property shall be developed substantially in accordance with the site plan prepared by CPH, revised 10/2/23, except for modifications required to comply with the conditions below.

2. Building shall have significant architectural details on all 4 sides and shall be substantially similar to the location at Avalon or North Point, final approval by DRB. Awnings shall be black and windows along State Bridge Road shall have a transparent transom, final approval by DRB.
3. Front building setback and landscape strip along State Bridge Road shall be as depicted on the site plan prepared by CPH, revised 10/2/23.
4. Required parking shall be provided as depicted on the site plan prepared by CPH, revised 10/2/23.
5. Parking lot landscape islands shall be provided and planted as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23, including eliminating required trees in 3 landscape island locations.
6. Developer shall plant the planter along State Bridge Road with a continuous row of shrubs or grasses min. 2' tall at time of planting, final approval by DRB.
7. Foundation plantings, in-ground and/or in pots, shall be required on all sides of the building, final approval by DRB.
8. Low wall along State Bridge Road and project driveway shall have a brick or stone exterior and shall be heavily landscaped, including shrubs and vines and/or climbing landscaping, final approval by DRB.
9. Vines and/or climbing landscaping shall be required on all columns of the drive-through pick-up structure, final approval by DRB. Columns on the order canopy shall be brick with final approval by DRB.
10. Trees shall be saved as depicted on the landscape plan prepared by Manley Land Design, revised 10/2/23.
11. Minimum 350 square foot outdoor seating area shall be provided.
12. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by Staff. Existing non-conforming pole sign shall be removed. Monument sign shall not be a sign cabinet, shall not be internally illuminated, and shall have a maximum height of 6'.
13. Dumpster enclosure shall be designed with materials that are compatible with the primary building and shall be heavily screened with landscaping from the adjacent right-of-way, final approval by DRB.
14. If additional stormwater measures are necessary, they shall be aesthetically pleasing and bioswales shall be used where feasible. Run-off reduction shall be addressed with green stormwater BMPs, as approved by Staff.
 - Council Member DeRito seconded the motion.
 - The motion was approved (5-2; with Council Member Hipes and Council Member Mitchell in opposition).

D. E-23-02 Pet Smart Sign Exception

Consideration of a sign exception to allow one (1) additional wall sign for Pet Smart. The property is located at 6370 North Point Parkway and is legally described as being located in Land Lot 741, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Pet Smart, is requesting consideration of a sign exception to allow for an additional wall sign for a total of two (2) wall signs. The applicant proposes to aggregate allowable wall sign area and distribute to a secondary entrance which leads to a separate section of the building dedicated to veterinary services. The subject property is located at 6370 North Point Parkway in the North Point Market Center.
- Staff is recommending that Mayor and Council approve E-23-02 Pet Smart Sign Exception, subject to the following conditions:
 1. Wall sign location, number, and size shall be limited to the submitted plans, dated 1/12/23, except to comply with the conditions below, as approved by Staff.
 2. Wall signs shall not have an internally illuminated sign face. Wall signs shall be reverse lit, externally illuminated, or non-illuminated, as approved by Staff.
- The subject property is a 26,339 square foot commercial building located within a 41.4-acre property and is zoned PSC (Planned Shopping Center). Surrounding properties to the north, east, and west are also zoned PSC. The property to the south is zoned R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential) for the Avana North Point Apartments.
- For properties within a shopping center over 50,000 square feet of enclosed leasable space, the City's Sign Code allows one (1) wall sign per road frontage no greater than one square foot (1 SF) of area per one linear foot (1 LF) of frontage. The building frontage facing North Point Parkway is 156 linear feet; therefore, one (1), 156 square foot wall sign is permitted on the northeast elevation of the building.
- The applicant proposes to apply the un-used sign area from the signage at the main entrance to secondary veterinary services entrance, which is located further south. The existing main entrance sign is 142.6 square feet and the proposed second entrance sign is 13.4 square feet, for a total of 156 square feet.
- The Citizen Participation Plan Report submitted by the applicant states that adjacent property owners were contacted regarding the applicant's intent. The report states that no comments have been received. A Community Zoning Information Meeting was held on October 11, 2023. There were no public comments.
- Staff has reviewed the applicant's request against the review criteria for a sign exception. The proposal should not have significant impacts on surrounding properties, which are developed with similar commercial uses. The subject property provides veterinary services, which is separate from the main commercial use of the building and has its own entrance. The additional signage would help facilitate foot traffic to the appropriate building entrance. Furthermore, another tenant in the shopping center, Target, was approved for a variance in 2018 (V-18-05) to allow a second wall

sign to indicate there are pharmaceutical services provided within the commercial building. If approved, wall signs shall not have an internally illuminated sign face.

- Mike Hammond (with Apollo Sign) came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve E-23-02 Pet Smart Sign Exception, subject to the following conditions:
 1. Wall sign location, number, and size shall be limited to the submitted plans, dated 1/12/23, except to comply with the conditions below, as approved by Staff.
 2. Wall signs shall not have an internally illuminated sign face. Wall signs shall be reverse lit, externally illuminated, or non-illuminated, as approved by Staff.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

E. PH-23-20 Unified Development Code Text Amendments – Temporary Uses

Consideration of text amendments to the Unified Development Code (UDC). Amend Subsection 2.3.2 Temporary Uses to remove carnival, circus and fair as temporary uses.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered by the Planning Commission at the November 2, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval (vote 6-0).
- Staff recommends changes to UDC Subsection 2.3.2 Temporary Uses, to remove carnival, circus and fair as temporary uses approved by Staff. A carnival, circus or fair should require City Council approval. In addition, these temporary uses should address safety, parking, access, noise, and security while limiting impacts to surrounding properties. The City's Public Safety Department has limited resources to support these temporary uses.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-20 Unified Development Code Text Amendments – Temporary Uses.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).

8. NEW BUSINESS

A. Contract Award: Garland/DBS Inc. for Facility Roof Replacements for FY 2024

Consideration of approval of a contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DPS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$465,075.00 and authorization for the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- This item addresses roof replacements at the Alpharetta Adult Activity Center and the Alpharetta Public Works Facility at a total cost of \$465,075.00. The roofs of both facilities are currently leaking and repair is not a viable option. The recommendation is to award a contract for this work to Garland/DBS Inc (Garland).
- The City has used Garland for multiple roof repair/replacement projects including the replacement of the metal roof segments at Fire Stations 81, 82, and 83; roof replacement at the Public Safety Headquarters complex; and roof restoration, wall restoration, shingle, and metal edge roof section repairs at multiple Parks and Recreation facilities (Crabapple Government Center, Wills Park Pool Concession, Alpharetta Community Center, Equestrian Center, Wills Park Recreation Center and Arts/Crafts Center, etc.) and has found their work, products, and responsiveness to be very good.
- Staff recommends that the contract for the subject roof replacements be awarded to Garland/DBS Inc. based on a competitive bidding process under the OMNIA Partners Program, a cooperative purchasing alliance.
- This request is for a retrofit of the metal roof segment for the lower main roof at Public Works Headquarters. This roof segment represents the lower front roof (roof segment A) over the building's offices and conference rooms. The roof replacement will also include needed structural repairs to the existing building. Repairs will include, but are not limited to, reinforcing existing roof purlin (a horizontal beam along the length of a roof, resting on a main rafter and supporting the common rafters or boards) by adding lateral bracing every 8 feet on-center up the length of the roof, adding bolts to each purlin splice and lateral bracing perpendicular to the existing roof purlin, and removal/reinstallation of the existing metal roof for access to make the necessary repairs.
- The Adult Activity Center (AAC) has four different roof segments that consist of two flat roofs and two pitched asphalt shingle roofs. The Adult Activity Center is currently experiencing several leaks due to the age of the roof and the roofs have reached and are beyond their current life expectancy. This request is for the replacement of the two flat roof segments of the Adult Activity Center in North Park. The two existing flat roofs will be replaced with StressPly Stressbase 80, which is a single-ply, modified bitumen membrane cap sheet roofing product that offers superior resistance to splits, tears, and fire.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the contract award for the retrofit of the roofs at the Adult Activity Center and Public Works Headquarters to Garland/DBS, Inc. (under the competitively procured OMNIA Partners contract #PW1925) in the amount of \$465,075.00 and authorization for the Mayor to execute all necessary documents.
 - Mayor Gilvin seconded the motion.
 - The motion was approved (6-0; as Mayor Pro Tem Merkel was not present during the vote).

B. iCan Shine & City of Alpharetta 2024 iCan Bike Host Agreement

Consideration and approval of the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 24-28, 2024, iCan Bike Program, and with authorization for the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, came forward to present this item.
- The iCan Bike program was initially introduced by the Alpharetta Public Safety Department in partnership with iCan Shine. The weeklong camp, facilitated by iCan Shine and made possible by volunteers comprised of Public Safety and Recreation staff, seeks to empower adaptive children and adults through learning the skill of riding a bike. Each year, the camp experiences approximately 40 “riders” and requires over 100 volunteers. Riders of varying abilities come from all over to participate in this unique and rare program for ages eight and up, including teens and adults with intellectual and developmental disabilities. Riders are taught that they can do amazing things with a little effort, parents find the camp inclusive and heartwarming, and volunteers can pride themselves on the unforgettable contribution made to the community.
- In the absence of the program’s former Public Safety organizer, the Recreation Services Division of the Recreation, Parks & Cultural Services Department has agreed to take over hosting the program. This is a natural transition as the division already assists in providing staff in preparation for and during the weeklong program as well as funding through operational funds and revenue from the camp’s registration fees.
- Under the agreement attached hereto, iCan Shine agrees to transfer over the hosting responsibilities of the iCan Bike Program to the City of Alpharetta’s Department of Recreation, Parks & Cultural Services Department. Additionally, the agreement commits the City to a financial responsibility of \$11,400 in service costs (shown below) to be provided by iCan Shine for the 2024 iCan Bike Program.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Council Member Hipes offered a motion to approve the iCan Bike Host Agreement between the City of Alpharetta and iCan Shine for the June 24-28, 2024, iCan Bike Program, and authorize the Mayor to execute all necessary documents.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).

9. WORK SESSION CONTINUATION (IF NEEDED)

- ❖ Council Member Will offered a motion to recess the meeting and to reconvene the Work Session.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

B. Brookside Greenway Connection

Presentation and discussion of a request for congressionally directed funding for a future Brookside Concept Multi-Use Trail Connection.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- At the conclusion of the Work Session, there was a consensus that city staff would move forward with working on the request for federal funding for the Brookside Multi-Use Trail Connection.

C. 2024 Taste of Alpharetta - Event Management and Production

Presentation and discussion of implementing a hybrid-approach for the production of the City's annual Taste of Alpharetta event and the associated event management, logistics, and costs therein.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Council Member Will suggested that we find a way to generate the additional revenue of \$80,000 so that we do not have to pull that from the budget.
- Mayor Gilvin shared that he would still like to continue using the mobile app for tickets, instead of the paper versions from years before.
- At the conclusion of the Work Session, there was a consensus that city staff would move forward with implementing a hybrid-approach for the production of the Taste of Alpharetta.
- ❖ Council Member Mitchell offered a motion to adjourn the Work Session.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member Mitchell offered a motion to reconvene the meeting.
 - Council Member DeRito seconded the motion.

- The motion was approved unanimously (7-0).

10. PUBLIC COMMENT

- Nikesh Patel (120 Avery Mill Court) and Vishnu Rao (1735 Bates Road) came forward to speak about the need of robotics recreation programs in the City of Alpharetta and their organization, Storm Robotics.

11. REPORTS

- There were no reports.

12. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

13. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 11/27/2023)

Consideration of approval of the City Council meeting minutes from the meeting of November 27, 2023.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from November 27, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council Meeting on November 27, 2023.

ALTERNATIVES:

Do not approve as part of the Consent Agenda.

ATTACHMENTS:

1. CC Minutes 11.27.2023



City Council Meeting & Public Hearing
NOVEMBER 27, 2023
UNOFFICIAL MINUTES
Office of the City Clerk

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

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

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

2. ROLL CALL

• Council Members

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

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community and Economic Development
- Pete Sewczwicz, Director of Public Works
- Kurt Kirby, Project Manager
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Jeff Pruitt Inspiration Award Presentation to City of Alpharetta Recreation Supervisor, Lindsey Pritchard

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, recognized Recreation Supervisor, Lindsey Pritchard, for recently receiving the Jeff Pruitt Inspiration Award for all of her hard work and dedication to parks and recreation services.

5. BOARDS & COMMISSIONS

A. Planning Commission Appointment by Mayor Pro Tem Merkel

- Mayor Pro Tem Merkel appointed D.C. Aiken to the Planning Commission.
- Mayor Gilvin swore in D.C. Aiken to serve on the Planning Commission.

6. CONSENT AGENDA

A. City Council Work Session Minutes (Work Session of 11/13/2023)

Consideration of approval of the City Council Work Session Minutes from November 13, 2023.

B. Financial Management Report (Month Ending September 30, 2023)

Consideration of approval of the Financial Management Report for the month ending September 30, 2023.

C. Lakeview Encroachment and Indemnification Agreement

Consideration of approval for an Encroachment and Indemnification Agreement with the TPA Group for the installation of a sculpture at the corner of Haynes Bridge Road and Lakeview Parkway within the right-of-way.

D. Lakeview Private Development Agreement

Consideration of approval of a Private development Agreement between the City of Alpharetta and TPA Group (LMV TPA GA 400, LLC.)

E. Consent Order and Final Judgment: McGinnis Ferry Road Widening Project – Parcel #65

Council ratification of: (1) Consent Order and Final Judgment in the amount of \$252,700.00, and (2) Settlement Agreement between City of Alpharetta and Windward Community Services Association, Inc. in the amount of \$80,944.00 for a grand total of \$333,694.00 regarding Civil Action File No. 2022CV363752 in connection with Parcel #65 of the McGinnis Ferry Road Widening Project (PI #004634) (Owners: Chad C. Heath, Wendy M. Heath, Specialized Laon Servicing, LLC, & Windward HOA).

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the Consent Agenda.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

7. PUBLIC HEARING

A. MP-23-07/CU-23-04 Free Chapel Worship Center/3755 Mansell Road

Consideration of a master plan amendment and conditional use to allow an existing office building to be used for a 'Church'. A master plan amendment is requested to the Mansell Ridge Master Plan Pod A to add 'Church' as a conditional use and a conditional use to allow a 'Church' for Free Chapel Worship Center. The property is located at 3755 Mansell Road and is legally described as being located in Land Lots 704 & 739, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman came forward to present this item.
- The applicant, Free Chapel Worship Center, is requesting a master plan amendment and conditional use to operate a 'Church, Synagogue' in the former Woodside Terrace office building. A master plan amendment is requested to the Mansell Ridge Park Master Plan Pod A to add 'Church, Synagogue' as a conditional use and a conditional use is requested to allow Free Chapel Worship Center to operate a 'Church, Synagogue'. The applicant also requested a master plan amendment to add 'Day Care Center' as a conditional use; however, that use is already listed as a conditional use in the master plan. A conditional use for a 'Day Care Center' is not being pursued by the applicant at this time. The subject property is located at 3755 Mansell Road near the southwest corner of Mansell Road and Old Alabama Connector Road.
- This item was considered by the Planning Commission at the November 2, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve MP-23-07/CU-23-04 Free Chapel Worship Center/Mansell Ridge Park Master Plan, subject to the following conditions:
 1. 'Church, Synagogue' shall be added to the list of conditional uses in Pod A of the Mansell Ridge Park Master Plan.
 2. 'Church, Synagogue' shall be an approved use at 3755 Mansell Road and the primary auditorium for the 'Church, Synagogue' use shall be limited to no more than 400 fixed seats. The use of the property shall be limited to 'Church, Synagogue', 'Office' and, if a conditional use is approved for 'Day Care Center' use, 'Day Care Center'.
 3. Conditional use approval of a 'Church, Synagogue' shall be limited to Free Chapel Worship Center; no additional 'Church, Synagogue' use by a party other than Free Chapel Worship Center shall be permitted within the approved space.

4. 'Church, Synagogue' shall be limited to worship services, professional offices, church group meetings, and childcare in conjunction with church operations and services. A 'Day Care Center' use that is open to the public shall require approval of a conditional use permit.
 5. Sunday worship services shall be limited to 7:00 AM – 9:00 PM.
 6. Church/applicant shall hire an off-duty officer to control traffic, if required by the City due to traffic impacts during services.
 7. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.
- The property is zoned O-I (Office-Institutional) and is subject to the Mansell Ridge Park Master Plan Pod A. Woodside Terrace is approximately 9.9 acres and was developed in 1997 as a four (4) story, approximately 127,000 square foot office building. Ravi Zacharias International Ministries, Inc. previously occupied the building which served as that ministry's headquarters. Surrounding properties are zoned O-I to the north and east. City of Roswell is located to the west and south (townhomes and single-family detached), Mansell One, Two & Three office buildings are located to the north and CESS Law Firm is located to the east.
 - Mansell Ridge Park Master Plan was approved in 1985 as a 106.7-acre office park with accessory retail uses. Pod A is designated for campus style office-institutional uses, with 'Day Care Center' listed as a conditional use. Pod C, which is designated for retail use, allows 'Church, Synagogue' as an accessory use. No other pods in the master plan identify 'Church, Synagogue' as a conditional or accessory use. Per the master plan development regulations, the property was developed with 100' buffers adjacent to the residential development to the west and south.
 - Free Chapel Worship Center has a congregation of approximately 550 members. The church is currently operating at Denmark High School (645 Mullinax Road) in Forsyth County. The church proposes to utilize the first two (2) floors of the building, which includes the Terrace level (23,998 square feet) and 1st Floor (23,155 square feet). The building includes a 300-seat auditorium, which the church will utilize for worship services and accommodating up to 400 people at each service including staff, volunteers, and children. The remaining three (3) floors of the building, 2nd – 4th Floors (76,829 square feet), will be leased to a professional office user(s). According to the applicant, church services will be held on Sunday mornings at 9:00 AM and 11:00 AM with the church open between 7:00 AM – 2:00 PM on Sundays. Church staff, including six (6) full time employees and four (4) part time employees, will keep office hours of 8:30 AM – 4:30 PM Monday through Thursday. The church youth group meets on Wednesday evenings between 6:30 PM – 9:00 PM and the young adult group meets twice a month on Tuesdays from 6:30 PM – 9:00 PM.
 - The Unified Development Code (UDC) requires one (1) parking space for each two (2) seats in the primary assembly room for a church and one (1) parking space per 250

square feet for professional office. Therefore, the 300-seat church requires 150 parking spaces, and the professional office space requires 307 parking spaces. The property was developed with approximately 509 parking spaces. There is sufficient parking available for the church and professional office uses.

- The applicant provided a trip generation report (see below) which estimates that the church and office uses will generate 154 AM Peak Hour trips and 163 PM Peak Hour trips during the weekday, which represents a reduction of 47 AM Peak Hour trips and 35 PM Peak Hour trips. On Sundays, the church and office use are estimated to generate 169 Peak Hour trips.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received. A Community Zoning Information Meeting was held on October 11, 2023. There were no public comments.
- Staff reviewed the applicant's proposal in consideration of the review criteria for a master plan amendment and conditional use. The applicant's proposal would be suitable as it relates to the use and development of adjacent or nearby properties, which are primarily developed with a mix of office and residential uses. In addition, there is sufficient parking, the use will generate fewer vehicular trips during the weekday peak hours, and the property has access from a signalized intersection, as well as a secondary access which will help with high traffic volumes during Sunday services.
- Jenna Lee, attorney with Troutman Pepper (600 Peachtree Street Atlanta, GA), came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- There were no public comments.
 - ❖ Mayor Pro Tem Merkel offered a motion to approve MP-23-07/CU-23-04 Free Chapel Worship Center/Mansell Ridge Park Master Plan, subject to the following conditions:
 1. 'Church, Synagogue' shall be added to the list of conditional uses in Pod A of the Mansell Ridge Park Master Plan.
 2. 'Church, Synagogue' shall be an approved use at 3755 Mansell Road and the primary auditorium for the 'Church, Synagogue' use shall be limited to no more than 400 fixed seats. The use of the property shall be limited to 'Church, Synagogue', 'Office' and, if a conditional use is approved for 'Day Care Center' use, 'Day Care Center'.
 3. Conditional use approval of a 'Church, Synagogue' shall be limited to Free Chapel Worship Center; no additional 'Church, Synagogue' use by a party other than Free Chapel Worship Center shall be permitted within the approved space.
 4. 'Church, Synagogue' shall be limited to worship services, professional offices, church group meetings, and childcare in conjunction with church operations and

services. A 'Day Care Center' use that is open to the public shall require approval of a conditional use permit.

5. Sunday worship services shall be limited to 7:00 AM – 9:00 PM.
 6. Church/applicant shall hire an off-duty officer to control traffic, if required by the City due to traffic impacts during services.
 7. There shall be no outside speakers or broadcasts, including music which is audible from outside the building or off the property.
- Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

B. MP-23-06 Celebree School/915 North Point Drive

Consideration of a master plan amendment to allow a former restaurant building to be re-used for a 'Day Care Center'. A master plan amendment is requested to the North Point Commons Master Plan Pod C to change 'Day Care Center' from an accessory use to a permitted use. The property is located at 915 North Point Drive and is legally described as being located in Land Lots 797 and 808, 1st District, 2nd Section, Fulton County, Georgia.

- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- The applicant, Celebree School, is requesting a master plan amendment to change 'Day Care Center' from an accessory use to a permitted use in Pod C of the North Point Commons Master Plan. Approval of the applicant's request would allow Celebree School to re-use a 12,011 square foot building on 2.3 acres formerly occupied by Golden Corral. The subject property is located at 915 North Point Drive at the northeast corner of North Point Parkway and North Point Drive.
- This item was considered by the Planning Commission at the November 2, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 6-0).
- Staff is recommending that Mayor and Council approve MP-23-06 Celebree/North Point Commons Master Plan, subject to the following conditions:
 1. 'Day Care Center' shall be listed as a conditional use in the North Point Commons Master Plan Pod C and this application is approved as said conditional use.
 2. Site shall be developed substantially similar to the site plan prepared by Colliers, dated 8/21/2023. Site shall be limited to 'Day Care Center' use only.
 3. Building exterior shall be substantially similar to the submitted renderings, labeled Exhibit A, with final approval by DRB. There shall be no primary colors used on the exterior of the building, including on awnings or signage. Proposed stone shall be similar to styles/colors shown in the North Point

Overlay District Design Guidelines. Natural stained board and batten or variegated shiplap as depicted in the North Point Overlay District Design Guidelines shall be installed within the gable over the front entry.

4. EcoDistrict points shall be substantially similar to the description provided in the staff report, as approved by Staff. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure.
 5. Property owner shall assess site landscaping and replace missing, dead or dying landscape material, with final approval by DRB. New landscape material shall be sustainable (native and/or drought-tolerant) landscaping, with final approval by DRB.
 6. Playground equipment, vinyl privacy fence, and bollards shall be screened from view along North Point Parkway and North Point Drive, with final approval by DRB.
 7. Minimum 10' wide planter shall surround the playground area and shall be planted with native and/or drought-tolerant landscape material to provide an opaque screen, with final approval by DRB.
 8. Dumpster shall have painted metal doors that complement the primary building, as approved by DRB.
 9. Planter along North Point Drive and North Point Parkway shall be planted with a row of shrubs or grasses that are native and/or drought-tolerant, as approved by DRB.
 10. Minimum 0.265 acres (11,573 SF) of open space shall be reserved and improved substantially as depicted on the site plan prepared by Colliers, labeled Exhibit B. Property owner shall be responsible for maintenance of open space areas.
 11. Applicant stipulates that it will not object to a request to reduce and vary the distance requirement set forth in Chapter 4 for alcoholic beverage sales on the adjacent properties or within 300 feet of the property line.
- The 2.3-acre property is zoned O-I (Office-Institutional) and CUP (Community Unit Plan) and is subject to the North Point Commons Master Plan Pod C. Located in the North Point Overlay, the property was developed in 2002 with a 1-story, 12,011 square foot restaurant building. Surrounding properties are zoned O-I to the west and north, CUP to the north, east and south, and PSC (Planned Shopping Center) to the west. An office building is located to the north, Embassy Suites is located to the south, Chuck E. Cheese is located to the west, and Milton Park is located to the south and east.
 - The North Point Commons Master Plan was approved in 1998 and consists of approximately 130 acres along North Point Parkway and Haynes Bridge Road. The master plan consists of four (4) pods with two (2) designated retail, one (1) designated

office, and one (1) designated commercial. Pod C is currently developed with two (2) free standing restaurants and a three (3) story office building. 'Day Care Center' is listed as an accessory use in Pod C, meaning that the use is limited to a use that serves the primary use and does not occupy more than 25% of the building in which they are located.

- Celebree School is an early childhood education and day care operating since 1994. Celebree has locations in Maryland, Delaware, Virginia, North Carolina, South Carolina, Pennsylvania, and Texas. The proposed location would be the first in Georgia and would serve infants through Pre-K with the possibility of before and after school care. Hours of operation are Monday – Friday 6:30 AM – 6:30 PM. The school is closed on the weekends. The applicant anticipates approximately 22 employees.
- Celebree proposes an adaptive re-use of the former Golden Corral building, including aesthetic changes to the exterior, addition of a playground area, and interior renovations. The site plan depicts the 12,011 square foot restaurant building to remain and a 7,250 square foot playground being developed in the parking lot on the east side of the building. The existing shared driveways on North Point Parkway and North Point Drive will continue to service the property. There are currently 140 parking spaces on the property, which will be reduced to 108 spaces with the development of the playground area. The UDC requires one (1) parking space/400 square feet, or 31 spaces, for the proposed 'Day Care Center' use. The applicant's site plan exceeds the minimum parking requirement for the proposed use. Due to the young age of the students, the business model for the day care center does not utilize a pick-up and drop-off system.
- A six-foot (6') vinyl privacy fence is proposed to screen the playground. Bollards will be installed along the exterior of the fence within landscape planters. If approved, significant landscape screening material will be needed in the planter to screen the privacy fence and playground equipment from the street.
- The applicant's proposal does not trigger compliance with North Point open space or EcoDistrict measures. However, the applicant has committed to providing Sustainable Landscaping (1 EcoDistrict point) and Alternative Transportation (1-2 EcoDistrict points).
- The rendering depicts aesthetic enhancements to the exterior of the building, including replacing the existing metal roof with a shingle roof, adding a stone water table, and wrapping columns in stone, and adding variegated horizontal shiplap siding to the body of the building. The applicant addressed suggestions by the City's Downtown Consultant in order to complement the North Point Design Guidelines which encourage contemporary, modern, and/or industrial/mercantile styles.
- The applicant provided a trip generation report which estimates that the 'Day Care Center' use will generate 141 AM Peak Hour trips and 142 PM Peak Hour trips. This represents a reduction of 23 AM Peak Hour trips and 54 PM Peak Hour trips from the previous use of the property as a sit-down restaurant.

- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received. A Community Zoning Information Meeting was held on October 11, 2023. There were no public comments.
- Julie Sellers, attorney with Dillard Sellers (1776 Peachtree Street, Atlanta, Georgia), came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- D.C. Aiken (425 Park Creek Way, Alpharetta, GA 30022)
 - ❖ Mayor Pro Tem Merkel offered a motion to deny MP-23-06 Celebree School/915 North Point Drive.
 - Council Member Hipes seconded the motion.
 - The motion was approved (4-3; with Mayor Gilvin and Council Member Binder and Council Member Mitchell in opposition).

C. PH-23-14/V-23-19 75/91 Roswell Street

Consideration of a change to previous conditions of zoning, variance and parking in-lieu fees to allow for the construction of a 3-story building including a 2,500 SF restaurant, 23,200 SF office, and structured parking on 1.12 acres in the Downtown. A change to the previous conditions of zoning is requested to eliminate zoning conditions related to 91 Roswell Street and variances are requested to modify streetscape regulations. The applicant also requests to satisfy a portion of their vehicle parking requirements through payment of parking in-lieu fees. The property is located at 75 & 91 Roswell Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Jason Joseph, is requesting consideration of a change to previous conditions of zoning, variance and parking in-lieu fees to allow for the construction of a 3-story building, including a 2,500 SF restaurant, 23,200 SF office, and structured parking on 1.12 acres in the Downtown. A change to the previous conditions of zoning is requested to eliminate zoning conditions related to 91 Roswell Street and variances are requested to eliminate an undisturbed buffer at 75 Roswell Street, reduce the landscape strip on Cotton Alley, and modify streetscape regulations. The applicant also requests to satisfy a portion of their vehicle parking requirements through payment of parking in-lieu fees. The subject property is located at 75 and 91 Roswell Street, at the northwest corner of Marietta Street and Roswell Street.
- Staff is recommending that Mayor and Council approve PH-23-14/V-23-19 75/91 Roswell Street, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Plum Creek Consulting, LLC, dated 10/10/23, except for modifications required

to comply with the conditions below. There shall be no access to the building from Cotton Alley.

2. Building architecture and materials shall be substantially similar to plans prepared by Matt Mitchell Design, labeled Exhibit A - Renderings, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant comments, with final approval by DRB.
3. Developer shall screen car head lights with sufficient parking deck wall height and landscaping.
4. Parking deck shall be screened with a mix of landscape material of varying heights, with final approval by DRB. Upper level of parking deck shall include planters at top of wall, similar to depiction in renderings, extended the length of the parking deck planted with vines or landscape material that spills down the wall, final approval by DRB.
5. Building height shall be limited to no more than 3 stories and 46' and white lights shall be added to the top of the building to participate in the City's holiday lighting program.
6. Foundation plantings, consisting of shrubs, vines and/or grasses, shall be required in front of the building and along Marietta Street, Cotton Alley and Roswell Street.
7. Restaurant use shall be limited to no more than 2,500 square feet on Level 1, not including the elevator lobby.
8. Rooftop amenity deck shall be limited to office users.
9. Developer shall improve the corner of Marietta Street and Roswell Street with hardscape, landscape, decorative lighting, outdoor furniture and public art.
10. Developer shall save 20" Pecan as depicted on site plan prepared by Matt Mitchell Design, dated 10/5/23, as well as tree #1363 (18" Southern Magnolia). Developer shall plant 4 signature trees of 10"-12" caliper, as situated by a landscape architect for maximum community benefit, with final approval by DRB. Trees may be used to reduce recompense. Signature trees shall be subject to appropriate tree care, as approved by Staff.
11. Critical root zone (CRZ) impacts shall be limited to no more than 20% on the following boundary trees: tree #819 (31" Southern Magnolia) and tree #820 (35" Water Oak), with final approval by Staff.
12. Developer shall improve Roswell Street streetscape as follows: minimum 8' planter planted with street trees and shrubs, 8' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen

ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip trees shall alternate on both sides of the sidewalk, as approved by Staff.

13. Developer shall improve the Marietta Street streetscape as follows: minimum 2' planter planted with a row of shrubs (min. 2' at planting), 5' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff.
 14. Developer shall improve Cotton Alley streetscape as follows: minimum 2' planter planted with a row of shrubs (min. 2' at planting), 5' brick sidewalk and decorative pedestrian lighting, with final approval by Staff.
 15. Developer shall provide a minimum 7.5' landscape strip along Cotton Alley to be heavily planted with a mix of evergreen and deciduous material, including trees, shrubs, and grasses of varied height in order to soften the look of the building, with final approval by DRB.
 16. Developer shall provide a minimum 10' landscape strip along Roswell Street and Marietta Street to include a mix of trees, shrubs and grasses, with final approval by DRB.
 17. Developer shall improve the intersection of Marietta Street and Roswell Street per the plan prepared by the City's Public Works Dept, with final approval by Staff. Intersection improvements shall be eligible for impact fee credits.
 18. Retaining walls shall be brick or stone, with final approval by DRB.
 19. Developer shall pay a lump sum parking in-lieu fee of \$94,500 prior to the issuance of a building permit.
 20. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by DRB.
 21. Outside speakers on the outdoor dining area or amenity rooftop shall not be permitted.
 22. There shall be no construction traffic, parking, or staging on Cotton Alley. A construction staging plan shall be provided with the LDP, subject to final approval by Staff.
- The subject properties are zoned C-2 (General Commercial). The property at the corner of Roswell Street and Marietta Street (91 Roswell Street) is undeveloped and the northern property (75 Roswell Street) is developed with a residential structure which has been converted to a non-residential use. Surrounding properties are zoned R-10M (Dwelling, 'For-Rent' and 'For-Sale', Residential) to the north and west and C-2 to the south and east. Victoria Square is located to the west, Pure Taqueria to the south, 62 and 88 Roswell Street to the east, and Roswell Street Commons and the Roswell Street City Parking Lot to the north. The property is located within the Downtown Overlay and has a comprehensive land use plan designation of Central Business District.

- The property at the corner of Roswell Street and Marietta Street, 91 Roswell Street, was approved for a rezoning and variance in 2003 to allow an existing historic home to be re-used for a restaurant. The variance request was to eliminate the required 50' undisturbed buffers where commercial and residential properties abut. The historic structure has since been demolished. Therefore, the applicant is requesting a change to previous conditions of zoning to remove those conditions.
- The applicant requests variances to modify Downtown Overlay site regulations (streetscape standards) and Unified Development Code (UDC) regulations pertaining to landscape strips and landscaped buffers on a double frontage lot. The property has an unusual triangular shape and has road frontage on three (3) sides. In addition, 91 Roswell Street and Victoria Square (2004) received variance approval to eliminate the 50' undisturbed buffer where residential and commercial properties abut. The applicant is requesting the same condition at 75 Roswell Street.
- The submitted site plan depicts a three (3) story building with structured parking. Level 1 of the building contains a 2,500 square foot restaurant, 1,874 square foot elevator lobby and 33 parking spaces. Level 2 contains 11,600 square foot of office and 32 parking spaces. Level 3 has 11,600 square foot of office and a 2,300 square foot rooftop amenity deck above. Access to the property is depicted from Roswell Street.
- The proposed building is setback approximately ten-feet (10') from Roswell Street and approximately fifteen-feet (15') from the edge of road on Cotton Alley. Ten-foot (10') landscape strips are depicted along Roswell Street and Marietta Street and a reduced landscape strip of 7.5' is depicted along Cotton Alley. The site plan depicts maintaining the existing streetscape along Marietta Street and Cotton Alley, which includes a two-foot (2') planter and five-foot (5') sidewalk. The streetscape along Roswell Street is depicted with an eight-foot (8') planter and eight-foot (8') sidewalk. The property is located in the Heritage Design Area which has a maximum building coverage of 70%. The applicant provided a lot coverage exhibit showing that the proposed building covers approximately 62% of the lot.
- The Unified Development Code (UDC) requires 79 parking spaces for the proposed building. A total of 65 parking spaces are provided in the two (2) level parking deck, with access to both levels from the same driveway on Roswell Street. The applicant requests parking in-lieu fees to satisfy parking spaces not provided on-site.
- The submitted tree survey and arborist assessment identifies three (3) specimen trees on the property, including a Water Oak, American Holly, and Southern Magnolia. The site plan depicts one (1) tree save, a 20" Pecan (tree of quality) at the corner of Marietta Street and Cotton Alley. In addition, critical root zone (CRZ) impacts will be limited on two (2) boundary trees; a 31" Southern Magnolia and a 35" Water Oak. An outdoor seating area is proposed for the restaurant and is located in close proximity to the tree save area. The previous site plan approved on 91 Roswell Street depicted four (4) tree

saves, which included the 20" Pecan at the corner. Stormwater is proposed in an underground vault underneath the parking deck.

- The applicant provided renderings of the building depicting a Mercantile/Mill style. The masonry building has a flat roof with mullioned windows of varied sizes and pronounced stair and elevator tower elements. Most of the building has a brick exterior, except for the corner of the building fronting Marietta Street, which according to the applicant, will be stone or stucco. Decorative screens are proposed on the parking deck openings along Cotton Alley, as well as decorative balcony elements. The building is approximately 33' along Roswell Street and 46' along Cotton Alley. The City's Downtown Consultant reviewed the proposed renderings and believes that they generally comply with the design regulations in the Downtown Overlay. The following comments were provided by the Downtown Consultant: remove arched window muntin, cast stone headers should extend beyond masonry openings at each side, and use historically appropriate railing details.
- The applicant submitted a trip generation report which estimates that the proposed building will generate 59 AM Peak Hour trips and 56 PM Peak Hour trips.
- The applicant is unable to utilize on-street parking to meet its parking requirements because the City's traffic calming plan for Roswell Street does not include on-street parking along the subject property's frontage. If parking cannot be satisfied as described above, an applicant may pursue Parking In-Lieu Fees. Parking in-lieu fees allows parking requirements to be satisfied through payment of parking in-lieu fees according to the table below. Payments to the Downtown Parking Fund have been approved at a few locations in the Downtown, including 44 Milton Avenue, 55/61 Roswell Street, Alpharetta Lofts (58 Canton Street), and the CORO building (37 Old Roswell Street).
- 79 parking spaces are required for the applicant's proposed uses. The site plan reflects 65 parking spaces on-site and no on-street parking adjacent to the property, which represents approximately 82% of the required parking. Based on the Parking In-Lieu Fee Schedule, a shortage of fourteen (14) parking spaces would require a lump sum payment of \$94,500.00 in parking in-lieu fees.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that several public comments were received reflecting the same feedback as expressed on the Community Zoning Information Meeting (CZIM) sign-in sheets. According to the applicant, Victoria Square residents have expressed both support and concern. Staff also received public comments with concerns over access on Cotton Alley, Marietta Street and Roswell Street intersection is dangerous, on-street parking, property should be developed as residential, building coverage appears to exceed maximum, and previous building design does not fit character of Downtown.

- A Community Zoning Information Meeting was held on August 9, 2023 and September 13, 2023. There were several public comments with concerns over access to parking deck from Cotton Alley, design does not fit in Downtown, need landscape buffer, elevate design of building facing Cotton Alley, construction traffic, negatively impact property values in Victoria Square, no on-street parking on Roswell Street, noise/light intrusion, noise from trash service, building too tall, scale too large for area, Roswell Street/Marietta Street intersection is dangerous, tree removal, improve walkability, stormwater, loss of greenspace, and car headlights facing Victoria Square.
- Staff has reviewed the applicant's proposal against the established review criteria. The request to remove previous conditions of zoning on 91 Roswell Street can be supported as the proposed development was predicated on re-using a historic structure on the property that has since been removed. If approved, conditions are recommended to mitigate impacts to surrounding properties, such as additional tree saves and landscape enhancements. It is difficult to provide onsite parking on small downtown parcels as it limits development and in some areas parcels would be purchased and developed solely for the purpose of surface parking. This could be a detriment to building connectivity and needed density along Downtown streets. Public parking facilities are located within a walkable distance for retail customers and employees and parking facilities with the lowest peak utilization are located nearest the applicant's property. The property has exceptional conditions due to its size, shape and topography. In addition, the property has road frontage on three (3) sides and variances were previously approved at 91 Roswell Street and Victoria Square to eliminate required buffers between residential and commercial properties. If approved, conditions are recommended requiring landscape enhancements along property frontages, additional tree saves and signature trees to offset specimen tree removal, as well as high quality building design and materials to improve aesthetics and screening.
- Chris Owens, Jeff Levitan, and Jason Joseph came forward to speak on behalf of the applicant.

PUBLIC COMMENTS:

- Todd Friel (12021 Orchid Lane, Alpharetta, GA 30009)
- Francine Taylor (2017 Hidden Alley, Alpharetta, GA 30009)
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-14/V-23-19 75/91 Roswell Street, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Plum Creek Consulting, LLC, dated 10/10/23, except for modifications required to comply with the conditions below. There shall be no access to the building from Cotton Alley.
 2. Building architecture and materials shall be substantially similar to plans prepared by Matt Mitchell Design, labeled Exhibit A - Renderings, except for modifications required to comply with these conditions and in compliance with

the Alpharetta Downtown Code and Downtown Consultant comments, with final approval by DRB.

3. Developer shall screen car head lights with sufficient parking deck wall height and landscaping.
4. Parking deck shall be screened with a mix of landscape material of varying heights, with final approval by DRB. Upper level of parking deck shall include planters at top of wall, similar to depiction in renderings, extended the length of the parking deck planted with vines or landscape material that spills down the wall, final approval by DRB.
5. Building height shall be limited to no more than 3 stories and 46' and white lights shall be added to the top of the building to participate in the City's holiday lighting program.
6. Foundation plantings, consisting of shrubs, vines and/or grasses, shall be required in front of the building and along Marietta Street, Cotton Alley and Roswell Street.
7. Restaurant use shall be limited to no more than 2,500 square feet on Level 1, not including the elevator lobby.
8. Rooftop amenity deck shall be limited to office users.
9. Developer shall improve the corner of Marietta Street and Roswell Street with hardscape, landscape, decorative lighting, outdoor furniture and public art.
10. Developer shall save 20" Pecan as depicted on site plan prepared by Matt Mitchell Design, dated 10/5/23. Tree #1363 (Southern Magnolia) shall be removed and replaced with an additional 10' signature tree somewhere on the property. Developer shall plant 5 signature trees of 10"-12" caliper, as situated by a landscape architect for maximum community benefit, with final approval by DRB. Trees may be used to reduce recompense. Signature trees shall be subject to appropriate tree care, as approved by Staff.
11. Critical root zone (CRZ) impacts shall be limited to no more than 20% on the following boundary trees: tree #819 (31" Southern Magnolia) and tree #820 (35" Water Oak), with final approval by Staff.
12. Developer shall improve Roswell Street streetscape as follows: minimum 8' planter planted with street trees and shrubs, 8' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff. In lieu of tree grates, the soil area around street trees shall be planted with evergreen ornamental grasses, groundcovers and/or shrubs. Street trees and landscape strip trees shall alternate on both sides of the sidewalk, as approved by Staff.
13. Developer shall improve the Marietta Street streetscape as follows: minimum 2' planter planted with a row of shrubs (min. 2' at planting), 5' concrete sidewalk and decorative pedestrian lighting, with final approval by Staff.
14. Developer shall improve Cotton Alley streetscape as follows: minimum 2' planter planted with a row of shrubs (min. 2' at planting), 5' brick sidewalk and decorative pedestrian lighting, with final approval by Staff.

15. Developer shall provide a minimum 7.5' landscape strip along Cotton Alley to be heavily planted with a mix of evergreen and deciduous material, including trees, shrubs, and grasses of varied height in order to soften the look of the building, with final approval by DRB.
16. Developer shall provide a minimum 10' landscape strip along Roswell Street and Marietta Street to include a mix of trees, shrubs and grasses, with final approval by DRB.
17. Developer shall improve the intersection of Marietta Street and Roswell Street per the plan prepared by the City's Public Works Dept, with final approval by Staff. Intersection improvements shall be eligible for impact fee credits.
18. Retaining walls shall be brick or stone, with final approval by DRB.
19. Developer shall pay a lump sum parking in-lieu fee of \$94,500 prior to the issuance of a building permit.
20. Developer shall provide creative signage, such as a painted sign and/or blade/perpendicular sign, with final approval by DRB.
21. Outside speakers on the outdoor dining area or amenity rooftop shall not be permitted.
22. Parking or staging on Cotton Alley for any construction shall be provided with the LDP, subject to final approval by Staff and public safety.
23. No signage shall be placed on the exterior of the building facing Cotton Alley.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

8. NEW BUSINESS

A. PH-23-20 Unified Development Code Text Amendments – Temporary Uses

SECOND READING: The first reading of this item occurred during the November 13, 2023 City Council Meeting.

Consideration text amendments to the Unified Development Code (UDC). Amend Subsection 2.3.2 Temporary Uses to remove carnival, circus and fair as temporary uses.2

- City Attorney, Molly Esswein, read the ordinance title aloud.
- Director of Community and Economic Development, Kathi Cook, came forward to present this item.
- This item was considered by the Planning Commission at the November 2, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval (vote 6-0). There have been no changes since the first reading by City Council.
- A carnival, circus or fair should require City Council approval. In addition, these temporary uses should address safety, parking, access, noise, and security while limiting

impacts to surrounding properties. The City's Public Safety Department has limited resources to support these temporary uses.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve PH-23-20 Unified Development Code Text Amendments – Temporary Uses.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

B. Purchase Approval: Information Technology Workstation Equipment Replacement

Consideration and purchase approval of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of \$25,000.00

- Director of Information Technology, Adam Montgomery, came forward to present this item.
- This request is to provide for the annual replacement of workstation equipment for all city departments. Starting in fiscal year 2021, the city began an effort to replace desktops with laptops. This process continues as we have seen the benefits to the employee and the city of having a mobile workstation. The current city standards for workstation equipment replacement (based on funding availability) are as follows: desktops and laptops (4 years); monitors (8 years). The refresh of IT equipment is scheduled throughout the fiscal year and is allocated to the most essential needs first.
- As in prior years, funding for technology replacement is placed in one capital project account to allow for more efficient management. The main component of the technology replacement account is funding for workstation equipment replacement. This request for \$235,000.00 is within the fiscal year 2024 budget.
- Workstation equipment refresh will be procured through Dell Marketing, Inc. using State of Georgia technology contract 99999-SPD-SPD0000161-0004. This provides consistency of platform for management, operations, and maintenance.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the purchase of workstation equipment from Dell Marketing, Inc. under the State of Georgia technology contract (#99999-SPD-SPD0000161-0004) in the amount of \$25,000.00.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).

C. Intergovernmental Agreement: City of Milton and City of Alpharetta for Computer-aided Dispatch and Police Records Management Systems

Consideration of approval of an Intergovernmental agreement for the provision of Computer-aided Dispatch and Police Records Management Systems between the City of Alpharetta, Georgia and the City of Milton, Georgia, approval of the associated Hexagon contract change order to purchase the necessary software and training for said systems, and with authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- The City of Alpharetta and The City of Milton have utilized multi-agency capabilities of both CAD and RMS since 2010. The City of Alpharetta is upgrading and migrating to a new CAD and RMS vendor. The City of Milton wishes to continue to partner in this endeavor. The City of Milton will purchase the needed software and training to accomplish this task from the City of Alpharetta under the competitive bid process previously approved by the Council.
- This IGA sets forth the necessary agreements, guidelines, remediation, and cost recovery actions to accomplish this partnership. The associated change order to purchase software and training in the amount of \$241,537.18 will be invoiced to the City of Milton to be paid by the City of Milton under the provisions of the IGA. This will result in no additional cost to the City of Alpharetta.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve an Intergovernmental agreement for the provision of Computer-aided Dispatch and Police Records Management Systems between the City of Alpharetta, Georgia and the City of Milton, Georgia, approval of the associated Hexagon contract change order to purchase the necessary software and training for said systems, and authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

D. Request for Proposal 23-116: Public Safety Concealable Body Armor

Consideration of approval of the award of RFP 23-116 and a five-year contract to Galls, LLC for concealable body armor for the Public Safety Department and authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- The Public Safety Department purchases concealable body armor ("ballistic vests") for Police, Police Reserves, and volunteer personnel. The City's prior concealable body armor contract expired on April 30, 2023.
- The City's intent is to award a 5-year non-exclusive contract to vendor(s) that meet the ballistic vest requirements listed in the RFP. The FY 2024 anticipated spend on body armor is \$35,000, of which \$17,000 would be funded by the 2023 awarded bulletproof vest grant, and the remaining amount would be funded from the FY 2024

uniform budget that was approved during the budget process. Future year purchases will be made pursuant to the unit-prices in the concealable body armor contract and subject to budgetary appropriations.

- The Public Safety and Finance Departments prepared a Request for Proposal (RFP) and advertised proposals in March 2023. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City. The City received two (2) proposals from the following firms: Galls LLC and Walter Craig Law Enforcement, LLC.
- The concealable body armor proposed by Galls, LLC scored highly in both phases of the evaluation process. The Department has worked with Galls LLC before and is satisfied with their service delivery and the quality of their products.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the award of RFP 23-116 and a five-year contract to Galls, LLC for concealable body armor for the Public Safety Department and authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (7-0).

E. Request for Proposal 24-105: Taste of Alpharetta Event Management Contract Award

Consideration to approve award of RFP 24-105 for Taste of Alpharetta Event Management Services to Premier Events, LLC and authorizing the Mayor to execute all necessary documents.

- Recreation, Parks, and Cultural Services Project Manager, Kurt Kirby, came forward to present this item.
- Over the last few years, the City contracted with a vendor to manage the Taste of Alpharetta event communications and tracking, on-site staffing, vendors and logistics, and sponsorship sales. Outsourcing the event to such a degree presented its own set of challenges and, in the end, the City and the Outsourced Vendor elected to discontinue the current contract effective September 4, 2023.
- Over the last few years, the City contracted with a vendor (Outsourced Vendor) to manage the event's communications and tracking, on-site staffing, vendors and logistics, and sponsorship sales. Outsourcing the event to such a degree presented its own set of challenges and, in the end, the City and the Outsourced Vendor elected to discontinue the current contract effective September 4, 2023.
- Recreation, Parks, and Cultural Services published RFP #24-105 on August 24, 2023, in partnership with the Finance Department, seeking vendor applicants for a five-year comprehensive event management services contract for the city's annual Taste of Alpharetta event.

- RFP 24-105 solicitation documents were downloaded by 51 document takers. Proposals were received on September 21, 2023, and consisted of four responses which were submitted to the evaluation committee for review and ranking.
- The highest scoring and lowest cost firm, Premier Events, LLC is a well-known vendor to the City of Alpharetta. The company has been awarded contracts for other events, such as Wire & Wood, thereby granting them extensive knowledge of the workings of events within the City of Alpharetta. Their proposal (attached hereto as "Premier Events, LLC Proposal") was thorough and thoughtful; staff found their proposal to demonstrate the creativity, knowledge, experience, and resources necessary to successfully deliver an excellent Taste of Alpharetta event.
- The Department is requesting a reallocation of \$70,000 from General Fund contingency to cover the TOA Event Management Services contract with Premier events LLC. and will include the remaining event financial activity (revenue/expense) as part of a FY 2024 Mid-Year Budget request.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of RFP 24-105 for Taste of Alpharetta Event Management Services to Premier Events, LLC in an amount not to exceed \$70,000 and authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

F. Resolution: Eminent Domain – Webb Bridge Road Project Parcel 19

Consideration of adoption of a Resolution of the Mayor and council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 200 Dodd Lane, Alpharetta, Georgia, 30005 (Tax parcel 21-5590-1249-076-0) for Right of Way proposed Webb Bridge Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way, and approval of an Order to Condemn, and Declaration of Taking, and with authorization for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the resolution title aloud and came forward to present this item.
- The City has determined that it is necessary to make bike and pedestrian improvements from Big Creek Greenway to Webb Bridge Way. The use of eminent domain is not only necessary for the public interest, but also must be carried out expeditiously to ensure the timely completion of the Project
- Further, this resolution authorizes the Mayor and the City Administrator to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition

for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to adopt a Resolution of the Mayor and council of the City of Alpharetta, Georgia to authorize the use of eminent domain to acquire certain property located at 200 Dodd Lane, Alpharetta, Georgia, 30005 (Tax parcel 21-5590-1249-076-0) for Right of Way proposed Webb Bridge Bike and Pedestrian Improvements from Big Creek Greenway to Webb Bridge Way, and approval of an Order to Condemn, and Declaration of Taking, and authorize the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0; as Council Member DeRito was not present in the room during the motion and vote for this item).
 - Council Member DeRito rejoined the meeting.

9. WORK SESSION ITEMS

A. Discussion on City of Alpharetta and True North 400

Follow up and discussion from the November 6, 2023 City Council Meeting regarding the City of Alpharetta's involvement with True North 400.

10. PUBLIC COMMENT

- There were no public comments.

11. REPORTS

- Council Member Hipes shared that the city had an extremely successful tree lighting celebration on the Town Green and thanked every department involved.
- City Administrator, Chris Lagerbloom, shared that there will not be a City Council meeting on Monday, December 4, 2023.

12. EXECUTIVE SESSION (IF NECESSARY)

- ❖ Council Member Hipes offered a motion to recess to Executive Session.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
 - Mayor Gilvin recessed the meeting at 10:47 for an Executive Session regarding pending litigation.
- ❖ Council Member Mitchell offered a motion to reconvene the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
 - Mayor Gilvin reconvened the meeting at 11:09 pm.

13. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 11:10 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Administration
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage license applications:

1. PH-23-AB-28 The 2ofus@Cutters LLC d/b/a Cutters Cigar and Spirits, 4915 Windward Parkway, Alpharetta, GA 30004

Change in Ownership

Cigar Shop

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: The2ofus@Cutters LLC

Registered Agent: Michelle Pimentel Paz

2. PH-23-AB-29 Mediterranean Bistro LLC d/b/a Creation Social House, 11500 Webb Bridge Way #A7 145, Alpharetta, GA 30005

Change in Ownership

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Mediterranean Bistro LLC

Registered Agent: Jessica Conlon

3. PH-23-AB-30 Jangsujang at Avalon LLC d/b/a Jangsujang, 35 Milton Avenue, Suite C, Alpharetta, GA 30009

Change in ownership

Eating Establishment

Consumption on Premises

Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Jangsujang at Avalon LLC

Registered Agent: Jenny Hyun

STAFF RECOMMENDATION:

Approve the following alcoholic beverage license applications, as part of the Consent Agenda:

1. PH-23-AB-28 The2ofus@Cutters LLC d/b/a Cutters Cigar and Spirits 4915 Windward Parkway Alpharetta, GA 30004

2. PH-23-AB-29 Mediterranean Bistro LLC d/b/a Creation Social House 11500 Webb Bridge Way #A7 145 Alpharetta, GA 30005

3. PH-23-AB-30 Jangsujang at Avalon LLC d/b/a Jangsujang 35 Milton Avenue Suite C Alpharetta, GA 30009

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Monday, November 27, 2023 and Monday, December 11, 2023. There were no public comments during the hearings. At the conclusion of the hearings City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:

Do not approve the above-referenced alcoholic beverage license applications.

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 11-27-2023
2. Alcohol License Public Hearing Minutes 12-11-2023



ALCOHOL LICENSE PUBLIC HEARING NOVEMBER 27, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

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

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 894 9020 6617

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:16 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- Ivon De La Torres, New Co-Owner The2ofus@Cutters, LLC
- Lucilo Javier De La Torres, New Co-Owner The2ofus@Cutters, LLC
- Vikram Arroju, New Co-owner Mediterranean Bistro, LLC
- Firat Ozay, New Co-owner Mediterranean Bistro, LLC

IV. PUBLIC HEARING

- A. PH-23-AB-28 The2ofus@Cutters, LLC
d/b/a Cutters Cigar and Spirits
4915 Windward Parkway
Alpharetta, GA 30004

Change in Business Ownership
Cigar Shop
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: The2ofus@Cutters, LLC
Registered Agent: Michelle Pimentel Paz

- Ms. Ivon De La Torres and Mr. Lucilo De La Torres, owners of Cutters Cigar and Spirits at 4915 Windward Parkway, Alpharetta, GA 30004, were on the call.

- Ms. Ivon De La Torres explained she and her husband Lucilo Javier De La Torres are the new co-owners of Cutters Cigar and Spirits. Their current partnership with owners Russ & Christine Sutton started October 11, 2023. The final change for complete ownership to Ivon De La Torres and Lucilo De La Torres will take place after the alcohol and business licenses are issued to them.
- Ms. Shapiro stated that once the change in ownership is official, they will need to file an amendment removing the previous owners from the license.
- Ms. De La Torres confirmed that she and her husband both have pouring permits.
- Ms. De La Torres stated all current employees are staying and all have pouring permits.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, December 4, 2023, at 6:30 pm in case Mayor or Council have any questions. Ms. Shapiro stated if the December 4th Council Meeting is cancelled, the applicant will need to appear at the next scheduled Council Meeting on December 18, 2023. *

B. PH-23-AB-29 Mediterranean Bistro, LLC
d/b/a Creation Social House
11500 Webb Bridge Way #A7 145
Alpharetta, GA 30005

Change in Business Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Mediterranean Bistro, LLC
Registered Agent: Jessica Conlon

- Mr. Vikram Arroju and Mr. Firat Ozay, new co-owners of Creation Social House located at 11500 Webb Bridge Way #A7 145, Alpharetta, GA 30005, were on the call.
- Mr. Arroju stated the new ownership took place on September 8, 2023.
- Mr. Arroju stated the restaurant is open and new employees have been hired. These employees have their pouring permits. This is their first establishment with an alcohol license in Alpharetta.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, December 4, 2023, at 6:30 pm in case Mayor or Council have any questions. Ms. Shapiro stated if the December 4th Council Meeting is cancelled, the applicant will need to appear at the next scheduled Council Meeting on December 18, 2023. *

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:28 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk

* Please note on November 28, 2023, the City Council Meeting scheduled for December 4, 2023, was cancelled. The applicants were notified of this via email on Tuesday, November 28th and informed they will now need to appear in person at the December 18, 2023 City Council Meeting.



CITY OF ALPHARETTA

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Community Development

DATE: July 8, 2022

APPLICANT:

TRADE NAME: CREATION SOCIAL HOUSE

ADDRESS: 11500 WEBB BRIDGE WAY STE 7A CITY: ALPHARETTA STATE: GA ZIP: 30005

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1. 243 feet to the _____
(private) residence located at 715 MILTON OAKS DRIVE

2. 1110 feet to the _____
(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at THE INTERSECTION OF WEBB BRIDGE ROAD & PARKSIDE AVENUE

** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 470-254-2978. List type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.

Distance requirements are defined in Section 4-17 and Section 4-398 of the Code of the City of Alpharetta.

3. 37 feet to the CHRIST THE SHEPHERD LUTHERAN CHURCH
(church or other place used primarily for religious service) located at 4655 WEBB BRIDGE ROAD

4. 4030 feet to the OCEE LIBRARY
(public library or branch thereof) located at 5090 ABBOTTS BRIDGE ROAD

5. 37 feet to the OPEN ARMS LUTHERAN CHILD DEVELOPMENT CENTER
(school ground or college campus) located at 4655 WEBB BRIDGE ROAD

6. 1550 feet to the WEBB BRIDGE PARK
(portion of public park habitually used for recreational purposes) located at 4780 WEBB BRIDGE ROAD

Distance requirements are defined in Section 4-17 and Section 4-398 of the Code of the City of Alpharetta. Please review these sections of the City Code prior to executing this document below. Any distance requirements required by State of Georgia law, such as the minimum distance between package stores, must also be shown on the survey.

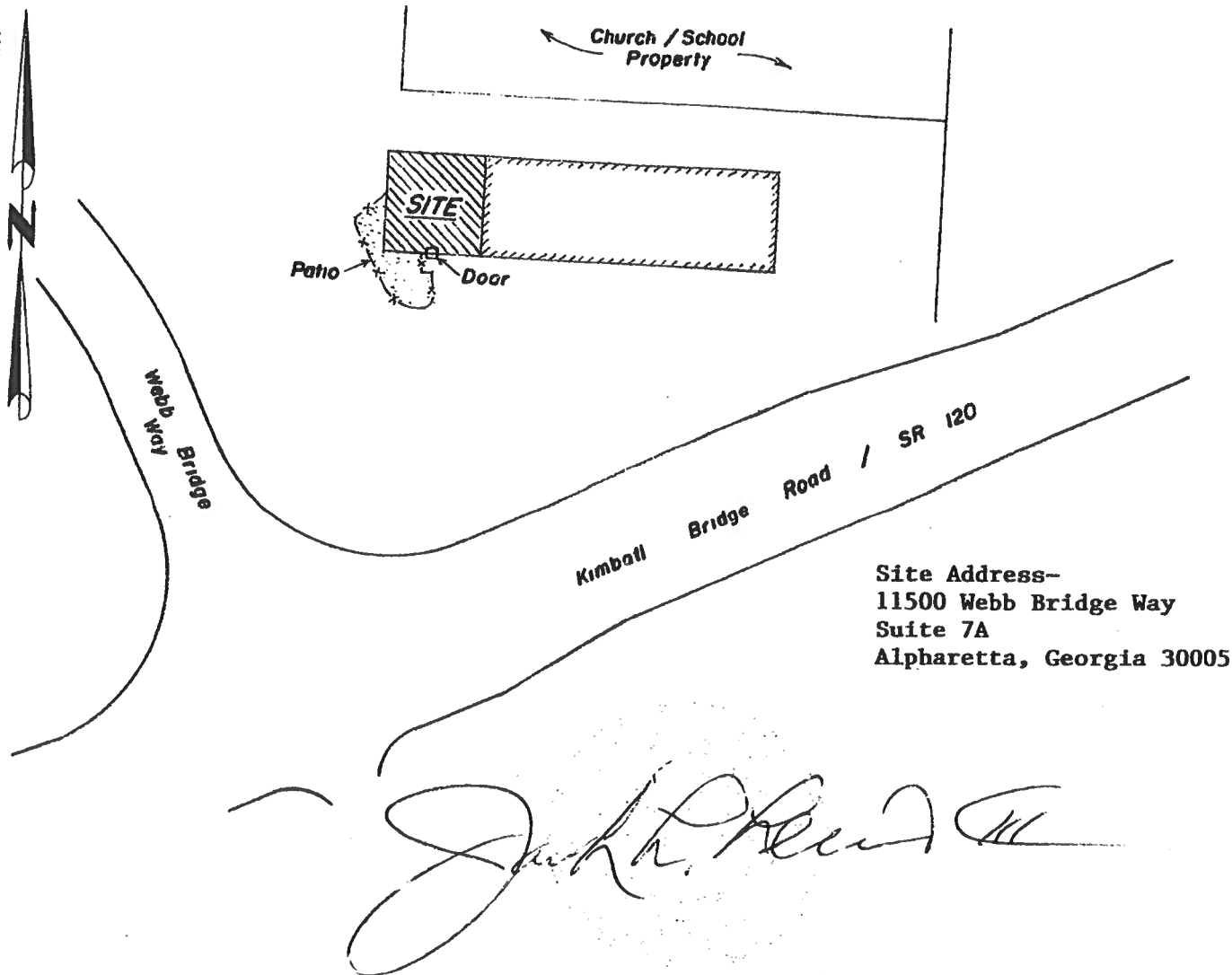
In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia.

[Signature]
Signature of Georgia Registered Land Surveyor

1751
Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.

MAGNETIC NORTH



The following distances were measured in a straight line, per City of Alpharetta code:

- CHURCH- 37' to Christ the Shepherd Lutheran Church, @ 4655 Webb Bridge Road.
- SCHOOL- 37' to Open Arms Lutheran Child Development Center, @ 4655 Webb Bridge Road. (Ga pre-K)
- LIBRARY- 4030' to Ocee Library, @ 5090 Abbotts Bridge Road.
- PARK- 1550' to Webb Bridge Park, @ 4780 Webb Bridge Road.
- SCHOOL BUS STOP- 1110' to stop @ Webb Bridge Road & Parkside Avenue.
- RESIDENCE- 293' to house @ 715 Milton Oaks Drive.

City of Alpharetta Alcoholic Beverage Consumption on the Premises License
Survey for:
Creation Social House

DATE 7/8/2022	SCALE 1" = 100'	0 50 100 200 GRAPHIC SCALE IN FEET
DRAWN BY: GD		
LAND LOT 157	1st DISTRICT	1st SECTION
FULTON	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PHONE (404)255-4671 FAX (404)255-6607 WWW.GEORGIALANDSURVEYING.COM		203835



CITY OF ALPHARETTA

REPORT FOR SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Community Development

DATE: October 21, 2023

APPLICANT: Ivon De LA Torres

TRADE NAME: Cutters Cigar and Spirits

ADDRESS: 4915 Windward Parkway

CITY: Alpharetta

STATE: GA



ZIP: 30004

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1. 223 feet to the Residence
(private) residence located at 2730 Augeron Court, Alpharetta, GA 30004
2. 914 feet to the School Bus Stop
(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at 2730 Augeron Court, Alpharetta, GA 30004

** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 470-254-2978. List type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.

Distance requirements are defined in [Section 4-17](#) and [Section 4-398](#) of the Code of the City of Alpharetta.

3. 1.06 Miles feet to the St Aidan's Episcopal Church
(church or other place used primarily for religious service) located at 13560 Coburn Road, Alpharetta, GA 30004
4. 1.70 Miles feet to the Alpharetta Branch Liabrary
(public library or branch thereof) located at 10 Park Plaza, Alpharetta, GA 30009
5. 1131 feet to the Hopewell Middle School
(school ground or college campus) located at 13060 Cogburn Road, Alpharetta, GA 30004
6. 1059 feet to the Cogburn Road Park
(portion of public park habitually used for recreational purposes) located at 12825 Cogburn Road, Alpharett, GA 30004

Distance requirements are defined in [Section 4-17](#) and [Section 4-398](#) of the Code of the City of Alpharetta. Please review these sections of the City Code prior to executing this document below. Any distance requirements required by State of Georgia law, such as the minimum distance between package stores, must also be shown on the survey.

In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia.

Elvin Aycock

Signature of Georgia Registered Land Surveyor

2374

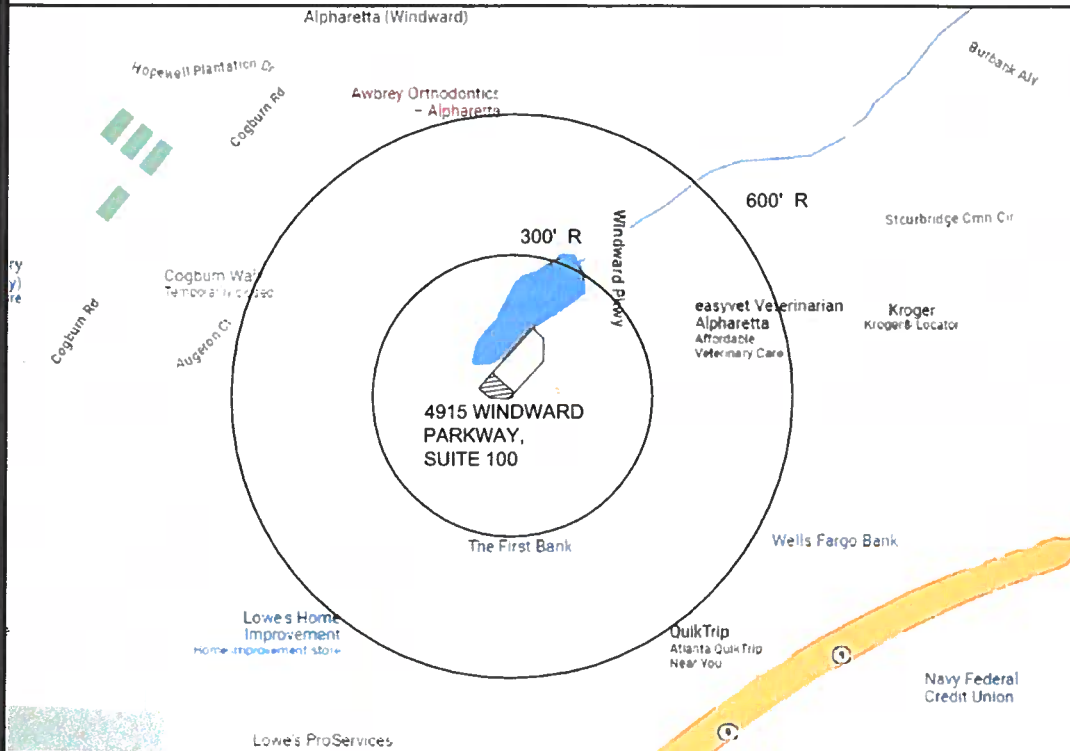
Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.

ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT O.C.G.A. 15-6-67,

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-316-1720



DISTANCE MEASUREMENTS:

SCHOOL / SCHOOL GROUNDS:
HOPEWELL MIDDLE SCHOOL
13060 COGBURN ROAD, ALPHARETTA, GA 30004
1131' TO SCHOOL GROUNDS MEASURED IN A
STRAIGHT LINE

CHURCH: ST. AIDAN'S EPISCOPAL CHURCH
13560 COGBURN ROAD, ALPHARETTA, GA 30004
1.06 MILES MEASURED IN A STRAIGHT LINE

PACKAGE STORE: TOP SHELF LIQUORS
12872 GA-9
MILTON, GA 30004
1208' MEASURED IN A STRAIGHT LINE

LIBRARY: ALPHARETTA BRANCH LIBRARY
10 PARK PLAZA, ALPHARETTA, GA 30009
1.70 MILES MEASURED IN A STRAIGHT LINE

RESIDENTIAL:
2730 AUGERON COURT, ALPHARETTA, GA 30004
223' MEASURED IN A STRAIGHT LINE

PUBLIC PARK: COBURN ROAD PARK
12825 COGBURN ROAD, ALPHARETTA, GA 30004
1059' MEASURED IN A STRAIGHT LINE

SCHOOL BUS STOP:
2730 AUGERON COURT
ALPHARETTA, GA 30004
914' MEASURED IN A STRAIGHT LINE

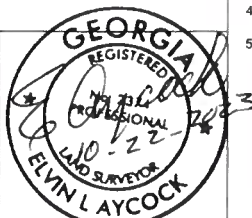
ALCOHOLIC LICENSE SURVEY FOR:

OWNER: **IVON DE LA TORRES**
4915 WINDWARD PARKWAY, SUITE 100
ALPHARETTA, GA 30004

Business name: **CUTTERS CIGAR AND SPIRITS**
Site Address: **4915 WINDWARD PARKWAY, SUITE 100
ALPHARETTA, GA 30004**

FULTON COUNTY
STATE OF GEORGIA

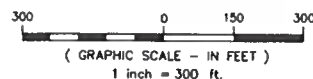
JOB. NO. 2023-3350
SCALE: AS NOTED
DWN. BY: ELA
FIELD WORK: 10-20-2023
DATE DRAFTED: 10-21-2023
REVISION:



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES, INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

GENERAL NOTES:

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH.
5. DISTANCES MEASURED IN A STRAIGHT LINE.





ALCOHOL LICENSE PUBLIC HEARING DECEMBER 11, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

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

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

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

Zoom Meeting ID: 897 9632 3335

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:02 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Supervisor
- Kristine Choi, Paralegal representing applicant
- Shelly Lee, Owner of Jangsujang

IV. PUBLIC HEARING

A. PH-23-AB-30 Jangsujang at Avalon LLC
d/b/a Jangsujang
35 Milton Avenue Suite C
Alpharetta, GA 30009

Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: Jangsujang at Avalon LLC
Registered Agent: Jenny Hyun

- Ms. Kristine Choi of 3863 Postal Drive, Duluth, GA 30096 and Ms. Shelly Lee of 2708 Bonar Hall Path, Duluth, GA 30097 were on the call for the applicant.
- Ms. Choi stated the new ownership took place about a month ago.
- Ms. Choi stated there is one other Jangsujang restaurant located in Duluth, GA. The applicant does not currently own any other businesses in Alpharetta that serve alcohol.

- Ms. Lee stated most of the staff at the restaurant is new and will obtain their pouring permits once the alcohol license is issued. Ms. Shapiro reminded her they will need these as it is part of the Code Enforcement team's on-site inspections.
- Ms. Choi stated the applicant is clear on the City of Alpharetta's alcohol ordinances.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, December 18, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:08 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



CITY OF ALPHARETTA
REPORT FOR SURVEY FOR
ALCOHOLIC BEVERAGE LICENSE

TO: Alcoholic Beverage Permitting - Department of Public Safety

DATE: 09-24-2023

APPLICANT: JANGSUJIANG AT AVALON LLC

TRADE NAME: JANGSUJIANG

ADDRESS: 35 MILTON AVE. CITY: ALPHARETTA STATE: GA ZIP: 30009

The undersigned has examined the subject location and has made measurements to determine the compliance or noncompliance with distance requirement of the Code Of The City Of Alpharetta, Georgia, as follows:

1.

640

feet to the

NEAREST PRIVATE RESIDENCE / TEASLEY PLACE AT MAIN ENTRANCE

(private) residence located at

50 CANTON ST. , ALPHARETTA, GA. 30009
2.

1,176

feet to the

PUBLIC SCHOOL BUS STOP

(regular) school bus stop as designated by the Fulton County Board of Education** where five (5) or more children board the bus and which is located at

INTERSECTION OF ROSE GARDEN LANE AND SCHOOL DR., ALPHARETTA, GA. 30009
- ** This information can be obtained by faxing your request to "North Transportation: Fulton Board of Education" at 770-667-2978. list type of application applied for, name of company, owner of company, street address, your phone number, and name and information requested.

Distances from the subject location must be a minimum of three hundred (300) feet from any of the following:

3.

756

feet to the

NEAREST CHURCH GROUNDS/ FIRST BAPTIST CHURCH OF ALPHARETTA

(church or other place used primarily for religious service) located at

42 ACADEMY ST. , ALPHARETTA, GA. 30009
4.

1,700

feet to the

NEAREST PUBLIC LIBRARY/ALPHARETTA PUBLIC LIBRARY

(public library or branch thereof) located at

10 PARK PLZ., ALPHARETTA, GA. 30009
5.

662

feet to the

NEAREST PUBLIC SCHOOL/INNOVATION ACADEMY

(school ground or college campus) located at

86 SCHOOL DR., ALPHARETTA, GA. 30009
6.

2,940

feet to the

NEAREST RECREATIONAL PARK/ WILLS PARK

(portion of public park habitually used for recreational purposes) located at

11925 WILLS RD., ALPHARETTA, GA. 30009

Distance shall be measured from such residence, library, property line of church or other place used primarily for religious services, property line of school ground or college campus, park or library, property line, park or school bus stop by the straight line distance to the point of the premises nearest to such residence, library, property line, park or school bus stop.

In my opinion, the premises indicated above meets the distance requirements for licensing as prescribed by the Code of the City of Alpharetta, Georgia.

Signature of Georgia Registered Land Surveyor

Julian D. Grace
JULIAN D. GRACE

#2679
Surveyor Number

NOTE: A survey showing the distance to the use described above must be attached to this form at the time of submittal.

NEAREST PRIVATE RESIDENCE:
TEASLEY PLACE
50 CANTON ST.
ALPHARETTA, GA. 30009
DISTANCE: 640 FT.

B

ROSE GARDEN LANE

NEAREST SCHOOL BUS STOP:
INTERSECTION OF ROSE GARDEN LANE
AND SCHOOL DR.
ALPHARETTA, GA. 30009
DISTANCE: 1,176 FT.

SCHOOL DR.

C1

NEAREST SCHOOL GROUNDS
(PRIVATE)
RIVERS ACADEMY
61 CANTON ST.
ALPHARETTA, GA. 30009
DISTANCE: 625 FT.

C2

NEAREST SCHOOL GROUNDS
(PUBLIC)
INNOVATION ACADEMY
86 SCHOOL DR.
ALPHARETTA, GA. 30009
DISTANCE: 662 FT.

THE LOCATIONS BELOW NOT SHOWN GRAPHICALLY
DUE TO DISTANCE FROM SITE:

NEAREST RECREATIONAL PARK:

WILLS PARK
11925 WILLS RD.
ALPHARETTA, GA. 30009
DISTANCE: 2,940 FT.

NEAREST CHURCH:

FIRST BAPTIST CHURCH OF ALPHARETTA
42 ACADEMY ST.
ALPHARETTA, GA. 30009
DISTANCE: 756 FT.

NEAREST PUBLIC LIBRARY:

ALPHARETTA PUBLIC LIBRARY
10 PARK PLZ.
ALPHARETTA, GA. 30009
DISTANCE: 1,700 FT.

☐ **C2**

TEASLEY ST.

MILTON AVE.

A

TEASLEY PLACE
50 CANTON ST.

CANTON ST.

☐ **C1**

GRID



09-24-2023

J.D. GRACE
LAND SURVEYING, LLC
2300 KIMBROUGH COURT
ATLANTA, GA 30350
CELL: (770) 733-4649
OFFICE: (678) 587-0100
jdgrace13@yahoo.com

ALCOHOLIC BEVERAGE SURVEY

FOR

JANGSLUANG
LAND LOT 1269, 2ND DISTRICT
2ND SECTION
FULTON COUNTY
CITY OF ALPHARETTA

SITE ADDRESS:

35 MILTON AVE.
SUITE C
ALPHARETTA, GEORGIA 30009

OWNER/APPLICANT:

JANGSLUANG AT AVALON LLC
PHONE: 404-263-6898

DATE: 09-24-2023

GRAPHIC SCALE



- SURVEY NOTES:
- DISTANCES SHOWN ARE FROM THE FRONT DOOR OF THE STRUCTURE FROM WHICH ALCOHOLIC BEVERAGES ARE TO BE SOLD TO THE PROPERTY LINE WHICH MAY BE AFFECTED BY TRAVELING ALONG THE MOST DIRECT ROUTE.
 - THIS SURVEY IS TO OBTAIN A ALCOHOLIC BEVERAGE LICENSE FOR BEER, WINE AND DISTILLED SPIRITS CONSUMPTION ON-PREMISES.

SURVEYOR SIGNATURE

DATE

09-24-2023

SURVEYOR'S CERTIFICATION

I CERTIFY THAT ON PREMISES CONSUMPTION IS NOT WITHIN:

- 200 FEET OF ANY PRIVATE RESIDENCE
- 300 FEET OF ANY CHURCH GROUNDS
- 300 FEET OF ANY SCHOOL GROUNDS
- 200 FEET OF ANY SCHOOL BUS STOP
- 300 FEET OF ANY PARK
- 300 FEET OF ANY PUBLIC LIBRARY

J.D. Grace



STAFF REPORT

Department: Finance
Submitted By: Tom Harris
Meeting Date: December 18, 2023

AGENDA ITEM:

Financial Management Report (Month Ending October 31, 2023)

Consideration of approval of the Financial Management Report for the month ending October 31, 2023.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending October 31, 2023 (period 4 of Fiscal Year 2024).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

Do not approve the financial management report for the month ending October 31, 2023, as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1. FY 2024 Financial Management Report (4-October)

Financial Management Reports



for the month ending
October 31, 2023
(period 4 of 12 – unaudited)

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

<https://www.alpharetta.ga.us/government/departments/finance/transparency-portal>

Financial Management Reports

Fiscal Year 2024

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Accountability and Performance Dashboards (available online – link below):

<https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling>



CITY OF ALPHARETTA

Financial Management Reports

Performance Dashboard

For the month ended October 31, 2023

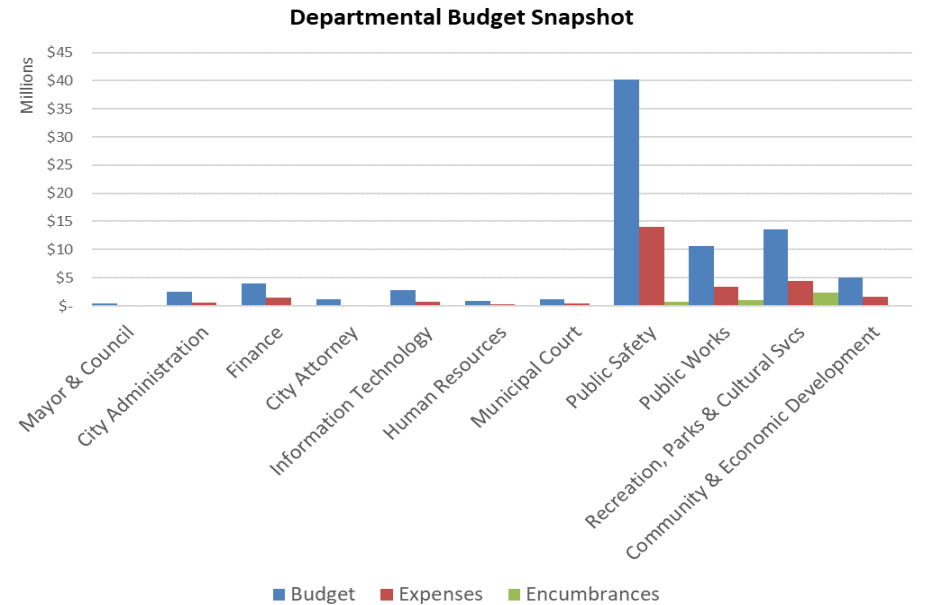
The figures represented herein will change in accordance with accounting entries made during the closing process for Fiscal Year 2023.

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (current year)	↔	\$0
Property Taxes (delinquent/MV Title Fees)	↑	\$277,000
Local Option Sales Tax	↔	\$0
Franchise Tax	↔	\$150,000
Insurance Premium Tax	↑	\$287,570
Building Permit Fees	↓	(\$285,000)
Business and Occupational Tax	↔	\$0
Court/Traffic Fines	↔	(\$140,000)
Recreation/Special Event Fees	↔	(\$132,162)
Hotel/Motel Tax (City portion)	↔	(\$26,250)
Other Revenues	↑	\$293,555
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$5.8M allocated in the budget)		\$9.2M
Less: Forecasted Revenue Gain		(\$425K)*
Less: Forecasted Expenditure Savings		(\$3.3M)*
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$5.5M)*

* Forecasted gains/savings will be updated once more trend data becomes available.



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↔	↔	\$740,223
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$161,077
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$829,140
Impact Fee Fund	↔	↔	\$175,696
Hotel/Motel Fund (1)	↔	↔	\$1,339,388
Debt Service Fund	↔	↔	\$1,324,991
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	\$4,534
Risk Management Fund	↔	↔	\$1,759,417
Medical Insurance Fund	↔	↔	\$75,608

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).

(1) General Fund value represents Contingency balance. Hotel/Motel Fund value represents Debt Service Reserve (target is \$1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.

(2) Solid Waste Fund operational trends require further review and may necessitate an adjustment in rates or reallocation of expenses to other operating Funds of the City (i.e. General Fund).

(3) Does not include amounts, if any, currently set aside for matches on active grant applications. Funding to cover the Capital Grant Fund deficit will be requested as part of the mid-year budget process.

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$55,326
Capital Grant Fund (3)	(\$24,859)
Capital Project Funds	
Capital Project Fund (3)	\$3,470,010
Stormwater Capital Fund	\$165,636
Series 2022 Bond Fund (Parks)	\$1,151,624
TSPLOST I Capital Fund	\$1,872,721
TSPLOST II Capital Fund	\$381,095
American Rescue Plan Act Capital Fund	\$39
Blended Component Unit	
Development Authority Fund	\$258,258

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$22.6M (25%) est.

Emergency 911 Fund

\$1.4M (25%) est.

Sanitation Fund

\$11K (<1%) est.



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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: DECEMBER 18, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF OCTOBER 31, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending October 31, 2023.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2023 (FY 2023). The figures represented herein will change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2024 revenues are budgeted at \$90 million (net of Carryforward Fund Balance totaling \$11 million). As of October 31, 2023, actual revenue collections total 24% or \$22 million. Trends (property digest valuations and collection trends) through the 1st quarter indicate a minor gain over budget and will be updated in future quarters as more trend data becomes available.

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

The October 1st billing for General Fund property taxes totals roughly \$31.4 million. Property taxes for public utilities will occur in Spring 2024 and is estimated at an additional \$445,000. Historically, the City collects between 98% and 99% of billed property taxes within the fiscal year. The current budget for property taxes, including the \$1.8 million in additional property tax revenue that was part of a budget amendment approved in August, totals \$30.6 million and represents 96% of the initial billing. Further adjustments for property tax estimates will be held pending data on appeals and adjustments.

Motor Vehicle Title Fee collections is trending 10% higher than FY 2023 (\$3.5 million). Collection estimates for FY 2024 total \$3.8 million (\$275,000 greater than budget).

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

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

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Estimated growth in Franchise Tax collections is primarily related to the electricity tax component. Specifically, the FY 2024 budget for Franchise Tax Electricity represents a growth of 2% over FY 2023 actuals (\$5.1 million). With the understanding that GA Power has implemented recent rate increases approximating 12% (June 2023; fuel cost adj.) and planned rate increases in excess of 4% for January 2024, staff believes the revenue for FY 2024 will exceed budgetary estimates and conservatively forecasts collections of \$5.4 million (\$150,000 greater than budget).

Insurance Premium Tax collections total \$5.8 million in FY 2024 and represent an 8% increase (\$287,570 greater than budget) over FY 2023 collections of \$5.4 million.

Building Permit Fee collections is trending -44% lower than FY 2023 (\$2.3 million). This revenue source is non-standard in that it experiences high variability dependent upon development/construction trends occurring within the City. The prior year included several large developments (e.g., Lakeview Park Multifamily development) that are driving the year-to-date variance. While the revenue collection trend may change moving forward, staff felt it was prudent to tentatively adjust the FY 2024 collection estimate to \$1.7 million (\$285,000 less than budget) pending further trend data.

Collections for Municipal Court Fines is trending 22% lower than FY 2023. Current estimates for FY 2024 total \$1.9 million which is \$140,000 less than budget.

Recreation/Special Event fee collections is trending -1% lower than FY 2023 and -4% lower compared to FY 2024 budget estimates. Program revenues trailing prior-year collections include Non-Resident Fees and Athletics Fees. These trends are partially offset through several programs experiencing gains compared to prior-year collections including Aquatics, Art Center, Adult Activity Center, etc. These trends are still early and will vary as we get closer to the summer registration period.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of October 31, 2023, city departments (not including General Government¹) have encumbered and expensed 39%, or \$32 million, of their FY 2024 budget appropriations. Early forecasts indicate a surplus of \$3.3 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 34 vacancies within General Fund departments as of November 2023).

Contingency: The General Fund contingency balance totals \$740,223.

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$90,652. Remaining appropriations are set aside for a non-allocated reserve (\$55,326).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations (net) total \$631,920.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$11.3 million. Remaining appropriations are set aside for a non-allocated reserve (\$3.5 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$6.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$165,636).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total \$270,362.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$24.1 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.2 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$25.8 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.9 million).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding.

Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 120% of the original forecasted revenue estimates which indicates a strong likelihood of funding Tier-2/3 projects in addition to Tier-1.

Unspent/unencumbered project appropriations total \$27.6 million. Remaining appropriations are set aside for a non-allocated reserve (\$381,095).

Hotel/Motel Fund: FY 2024 revenues are budgeted at \$9.6 million (net of carryforward fund balance totaling \$962,046) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$4.2 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$3.6 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.3 million. This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections dipped -6% in November (compared to November 2022) and has resulted in a year-to-date revenue trend that is flat compared to the same time-period in FY 2023. Based on these trends, the revenue estimate for FY 2024 has been adjusted down slightly (\$100,000 reduction). The estimate for FY 2024 will be revisited as additional collection data becomes available.

Other Items

Council Member Stipend Activity Listing: The FY 2024 budget includes appropriations of \$9,200 for the Mayor and \$8,000 for each City Council Post and the available balances as of October 31, 2023 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 9,200	\$ 3,819	\$ 5,381
Post #1: Donald Mitchell	\$ 8,000	\$ 117	\$ 7,883
Post #2: Brian Will	\$ 8,000	\$ 0	\$ 8,000
Post #3: Doug DeRito	\$ 8,000	\$ 51	\$ 7,949
Post #4: John Hipes	\$ 8,000	\$ 237	\$ 7,763
Post #5: Jason Binder	\$ 8,000	\$ 328	\$ 7,672
Post #6: Dan Merkel	\$ 8,000	\$ 447	\$ 7,553

Development Authority² (Component Reporting Unit)

As of October 31, 2023, the Development Authority has \$258,258 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of October 31, 2023

	Current Fiscal Year					Prior Fiscal Year		
	2024 Budget	2024 YTD	% Collected	2024 Estimated	Variance	2023 Actual	2023 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 30,645,000	\$ 3,555,325	11.6%	\$ 30,645,000	\$ -	\$ 27,550,384	\$ 3,944,462	14.3%
Delinquent	197,000	47,400	24.1%	199,000	2,000	723,017	46,932	6.5%
Motor Vehicle Tax	60,000	14,600	24.3%	60,000	-	76,680	21,195	27.6%
Motor Vehicle Title Fee	3,500,000	962,546	27.5%	3,775,000	275,000	3,464,923	872,692	25.2%
Local Option Sales Tax	22,100,000	5,479,689	24.8%	22,100,000	-	21,516,647	5,389,654	25.0%
Franchise Tax	6,825,000	396,216	5.8%	6,975,000	150,000	6,843,642	232,752	3.4%
Insurance Premium Tax	5,550,000	5,837,570	105.2%	5,837,570	287,570	5,418,627	5,418,627	100.0%
Alcohol Beverage Excise Tax	3,150,000	823,194	26.1%	3,150,000	-	2,922,779	761,350	26.0%
Building Permit Fees	2,000,000	541,610	27.1%	1,715,000	(285,000)	2,335,606	1,061,756	45.5%
Business and Occupational Tax	1,150,000	38,811	3.4%	1,150,000	-	1,153,003	61,371	5.3%
Court/Traffic Fines	3,140,250	701,807	22.3%	3,000,250	(140,000)	3,287,775	922,051	28.0%
Recreation/Special Event Fees	3,123,250	865,817	27.7%	2,991,088	(132,162)	2,805,000	874,633	31.2%
Hotel/Motel Tax (City portion)	3,581,250	927,195	25.9%	3,555,000	(26,250)	3,480,902	637,574	18.3%
subtotal	\$ 85,021,750	\$ 20,191,780	23.7%	\$ 85,152,908	\$ 131,158	\$ 81,578,985	\$ 20,245,049	24.8%
Other Revenues	5,266,409	1,366,993	26.0%	5,559,964	293,555	6,045,863	1,572,645	26.0%
Total Revenues	\$ 90,288,159	\$ 21,558,773	23.9%	\$ 90,712,872	\$ 424,713	\$ 87,624,848	\$ 21,817,694	24.9%
Carryforward Fund Balance	10,547,818							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of October 31, 2023

Expenditures by Department:

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Mayor & Council	\$ 399,354	\$ 4,475	\$ 121,048	\$ 273,831	31.4%	30.3%	\$ 325,804	\$ 119,548	36.7%
City Administration	2,569,366	119,673	609,623	1,840,070	28.4%	23.7%	1,431,114	501,533	35.0%
Finance	3,970,688	103,464	1,440,016	2,427,208	38.9%	36.3%	3,644,561	1,481,142	40.6%
City Attorney	1,200,000	11,050	177,785	1,011,165	15.7%	14.8%	789,935	364,357	46.1%
Information Technology	2,766,496	125,947	789,384	1,851,165	33.1%	28.5%	2,078,939	745,549	35.9%
Human Resources	929,316	7,644	271,415	650,258	30.0%	29.2%	765,239	251,587	32.9%
Municipal Court	1,222,688	39,799	389,390	793,499	35.1%	31.8%	1,114,535	359,749	32.3%
Public Safety	40,195,439	717,287	14,015,952	25,462,200	36.7%	34.9%	35,338,050	12,303,357	34.8%
Public Works	10,690,132	1,052,233	3,359,632	6,278,267	41.3%	31.4%	9,455,806	2,987,642	31.6%
Recreation, Parks & Cultural Svcs	13,574,034	2,335,849	4,458,872	6,779,313	50.1%	32.8%	11,925,670	3,949,855	33.1%
Community & Economic Development	5,010,278	66,240	1,685,982	3,258,056	35.0%	33.7%	4,305,559	1,569,132	36.4%
subtotal	\$ 82,527,791	\$ 4,583,660	\$ 27,319,099	\$ 50,625,032	38.7%	33.1%	\$ 71,175,213	\$ 24,633,450	34.6%
General Government:									
Insurance Premiums (Risk)	\$ 928,885	\$ -	\$ 309,628	\$ 619,257	33.3%	33.3%	\$ 823,300	\$ 274,433	33.3%
Gwinnett Tech Bond P&I	287,490	-	38,745	248,745	13.5%	13.5%	288,640	41,820	14.5%
Transfer(s) to other Funds	16,342,818	-	6,644,273	9,698,545	40.7%	40.7%	15,639,800	5,213,267	33.3%
Contingency	748,993	-	8,770	740,223	1.2%	1.2%	19,916	2,108	10.6%
subtotal	\$ 18,308,186	\$ -	\$ 7,001,416	\$ 11,306,770	38.2%	38.2%	\$ 16,771,656	\$ 5,531,628	33.0%
Total Expenditures	\$ 100,835,977	\$ 4,583,660	\$ 34,320,514	\$ 61,931,802	38.6%	34.0%	\$ 87,946,869	\$ 30,165,079	34.3%



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Category
 As of October 31, 2023

	Current Fiscal Year						Prior Fiscal Year		
	2024 Budget	2024 Encumbrances	2024 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2023 Exp. (Total)	2023 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	\$ 36,061,724	\$ -	\$ 9,884,394	\$ 26,177,330	27.4%	27.4%	\$ 31,693,013	\$ 9,215,995	29.1%
Overtime	2,655,000	-	1,123,842	1,531,158	42.3%	42.3%	3,026,757	836,801	27.6%
Group Insurance	9,940,392	-	3,125,231	6,815,161	31.4%	31.4%	8,408,412	3,110,615	37.0%
FICA and Social Security	2,961,110	-	798,447	2,162,663	27.0%	27.0%	2,542,057	730,813	28.7%
Defined Benefit Pension	3,187,015	-	3,187,015	-	100.0%	100.0%	2,869,712	2,869,712	100.0%
401(A) Retirement/Match	3,531,072	-	1,041,541	2,489,531	29.5%	29.5%	2,844,106	880,795	31.0%
(2) Other	1,809,061	-	1,167,180	641,881	64.5%	64.5%	1,552,936	946,629	61.0%
subtotal	\$ 60,145,374	\$ -	\$ 20,327,652	\$ 39,817,722	33.8%	33.8%	\$ 52,936,993	\$ 18,591,360	35.1%
Maintenance & Operations:									
Professional Services	\$ 3,904,677	\$ 1,209,213	\$ 968,531	\$ 1,726,933	55.8%	24.8%	\$ 2,793,189	\$ 1,017,439	36.4%
Legal Services	1,200,000	11,050	177,785	1,011,165	15.7%	14.8%	789,935	364,357	46.1%
Vehicle Fuel/Maintenance	1,217,000	2,652	495,122	719,225	40.9%	40.7%	1,342,211	392,317	29.2%
Maintenance Contracts	3,422,246	1,996,203	796,026	630,017	81.6%	23.3%	3,497,210	854,887	24.4%
IT Professional Services	3,672,524	883,334	1,581,395	1,207,795	67.1%	43.1%	2,272,146	1,136,835	50.0%
General Supplies	1,152,763	138,599	322,955	691,209	40.0%	28.0%	982,100	270,704	27.6%
Utilities	3,020,975	-	866,415	2,154,560	28.7%	28.7%	2,844,084	758,107	26.7%
Insurance Premiums (Risk)	928,885	-	309,628	619,257	33.3%	33.3%	823,300	274,433	33.3%
Other	3,585,671	302,698	1,112,816	2,170,156	39.5%	31.0%	3,037,380	850,692	28.0%
subtotal	\$ 22,104,741	\$ 4,543,750	\$ 6,630,673	\$ 10,930,317	50.6%	30.0%	\$ 18,381,556	\$ 5,919,771	32.2%
Capital/Leases/Other:									
Fire Vehicle/Equip. Leases	\$ 779,067	\$ -	\$ 515,960	\$ 263,107	66.2%	66.2%	\$ 659,852	\$ 396,752	60.1%
City Hall HVAC	131,007	2,651	128,355	0	100.0%	98.0%	-	-	-
Equipment/Capital	288,987	37,259	26,086	225,642	21.9%	9.0%	6,188	-	0.0%
Other	7,500	-	-	7,500	0.0%	0.0%	13,924	-	0.0%
subtotal	\$ 1,206,561	\$ 39,910	\$ 670,401	\$ 496,250	58.9%	55.6%	\$ 679,964	\$ 396,752	58.3%
General Government:									
Gwinnett Tech Bond P&I	\$ 287,490	\$ -	\$ 38,745	\$ 248,745	13.5%	13.5%	\$ 288,640	\$ 41,820	14.5%
Transfer(s) to other Funds	16,342,818	-	6,644,273	9,698,545	40.7%	40.7%	15,639,800	5,213,267	33.3%
Contingency	748,993	-	8,770	740,223	1.2%	1.2%	19,916	2,108	10.6%
subtotal	\$ 17,379,301	\$ -	\$ 6,691,787	\$ 10,687,514	38.5%	38.5%	\$ 15,948,356	\$ 5,257,195	33.0%
Total Expenditures	\$ 100,835,977	\$ 4,583,660	\$ 34,320,514	\$ 61,931,802	38.6%	34.0%	\$ 87,946,869	\$ 30,165,079	34.3%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of October 31, 2023

		Project Snapshot: FY2013 - FY2023		FY 2024					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
City Administration									
22013230-371000	C2100 MURAL ART PROJECT	15,915	15,915	\$ -	\$ -	\$ -	\$ -		\$ -
	subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety									
22031150-331110	C2115 2021 BULLETPROOF VEST (DOJ)	11,624	2,943	\$ -	\$ 8,681	\$ 8,681	\$ -		\$ 8,681
22031150-331110	C2243 2022 BULLETPROOF VEST (DOJ)	27,408	-	-	27,408	27,408	-		27,408
22031150-371000	C2310 ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
23031150-331110	C2311 2022 JUSTICE ASSISTANCE GRANT	10,135	-	-	10,135	10,135	-		10,135
	subtotal			\$ -	\$ 46,224	\$ 46,224	\$ -		\$ 46,224
Recreation, Parks & Cultural Services									
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	241,000	152,000	\$ -	\$ 89,000	\$ 89,000	\$ 89,000		\$ -
22061150-371000	C2212 PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336001	C2234 ARTS CENTER (CERAMICS)	3,062	3,062	-	-	-	-		-
22061150-347509	C2239 NORTH PARK SOFTBALL TOURNEY	10,092	2,397	-	7,695	7,695	7,695		-
22061150-336000	C2247 2022 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2306 FULTON COUNTY ARTS & CULTURE	15,000	15,000	-	-	-	-		-
22061150-371000	C2308 MUSIC MATCH APPLICATIONS	2,987	2,987	-	-	-	425		(425)
22061150-336000	C2418 2023 CAMP HAPPY HEARTS	-	-	-	-	-	6,000		(6,000)
	subtotal			\$ -	\$ 96,695	\$ 96,695	\$ 103,120		\$ (6,425)
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	1,444		\$ (1,444)
22090200-362000	REALIZED GAIN/LOSS			-	-	-	(126)		126
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	35		(35)
22090200-395000	CARRYFORWARD FUND BALANCE			-	93,136	93,136	-		93,136
	subtotal			\$ -	\$ 93,136	\$ 93,136	\$ 1,353		\$ 91,783
	Total			\$ -	\$ 236,055	\$ 236,055	\$ 104,473		\$ 131,582



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2023

					FY 2024					
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
subtotal										
Public Safety										
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,247	23,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)	49,432	5,447	-	43,985	43,985	2,179	-	41,806
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	708	-	16,292	16,292	9,852	55	6,385
223031150-531600	C2311	2022 JUSTICE ASSISTANCE GRANT	10,136	6,830	-	3,306	3,306	-	-	3,306
subtotal										
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	189,000	100,000	\$ -	\$ 89,000	\$ 89,000	\$ 20,240	\$ 50,500	\$ 18,260
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2234	ARTS CENTER (CERAMICS)	3,065	2,770	-	295	295	254	-	41
22061150-531100	C2237	PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNNEY	10,092	7,595	-	2,497	2,497	2,498	-	(1)
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	4,226	-	774	774	-	-	774
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	10,500	-	4,500	4,500	4,500	-	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	2,987	2,915	-	72	72	-	-	72
subtotal										
Non-Allocated										
22090200-579000		CONTINGENCY			\$ -	\$ 55,326	\$ 55,326	\$ -	\$ -	\$ 55,326
subtotal										
Total										
					\$ -	\$ 236,055	\$ 236,055	\$ 39,522	\$ 50,555	\$ 145,978



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of October 31, 2023

Account #		Project		Project Snapshot: FY2013 - FY2023		FY 2024					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue											
Public Safety											
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT		45,900	44,100	\$ -	\$ 1,800	\$ 1,800	\$ -		\$ 1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT		22,500	-	-	22,500	22,500	-		22,500
subtotal						\$ -	\$ 24,300	\$ 24,300	\$ -		\$ 24,300
Public Works											
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)		6,555,581	5,879,264	\$ -	\$ 676,317	\$ 676,317	\$ 676,317		\$ 0
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)		1,000,001	6,097	-	993,904	993,904	147,886		846,018
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT		200,001	191,698	-	8,303	8,303	-		8,303
34041100-331350	C2305	ALPHALOOP (LANDWATER)		500,000	-	-	500,000	500,000	-		500,000
subtotal						\$ -	\$ 2,178,524	\$ 2,178,524	\$ 824,203		\$ 1,354,321
Recreation, Parks & Cultural Services											
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)		75,000	75,000	\$ -	\$ -	\$ -			\$ -
subtotal						\$ -	\$ -	\$ -	\$ -		\$ -
Community Development											
34074150-331350	C2107	NORTH POINT PKWY IMP		1,667,001	1,123,758	\$ -	\$ 543,243	\$ 543,243	\$ 266,216		\$ 277,027
subtotal						\$ -	\$ 543,243	\$ 543,243	\$ 266,216		\$ 277,027
General Government											
34090200-361000		INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ (1,469)		\$ 1,469
34090200-362000		REALIZED GAIN/LOSS				-	-	-	(483)		483
34090200-363000		UNREALIZED GAIN/LOSS				-	-	-	(1,076)		1,076
34090200-395000		CARRYFORWARD FUND BALANCE				-	(222,348)	(222,348)			(222,348)
subtotal						\$ -	\$ (222,348)	\$ (222,348)	\$ (3,027)		\$ (219,321)
Total						\$ -	\$ 2,523,719	\$ 2,523,719	\$ 1,087,391		\$ 1,436,328



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

As of October 31, 2023

					Project Snapshot: FY2013 - FY2023		FY 2024					
					Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project											
Expenditures												
Public Safety												
34031150-542100	C2244	HOMELAND SECURITY GRANT		45,900	44,100	\$ -	\$ 1,800	\$ 1,800	\$ -	\$ -	\$ 1,800	
34031150-542100	C2246	HOMELAND SECURITY GRANT		22,500	22,259	-	241	241	(22,259)	-	22,500	
subtotal							\$ -	\$ 2,041	\$ 2,041	\$ (22,259)	\$ -	\$ 24,300
Public Works												
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)		6,555,582	5,879,265	\$ -	\$ 676,317	\$ 676,317	\$ 676,317		\$ 0	
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)		1,000,000	114,826	-	885,174	885,174	137,943	198,056	549,175	
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT		200,000	136,238	-	63,762	63,762	16,823	38,637	8,302	
34041100-541420	C2305	ALPHALOOP (LANDWATER)		500,000	-	-	500,000	500,000	34,766	465,235	-	
subtotal							\$ -	\$ 2,125,253	\$ 2,125,253	\$ 189,531	\$ 1,378,244	\$ 557,478
Recreation, Parks & Cultural Services												
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)		75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
subtotal							\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000
Community Development												
34074150-541410	C2107	NORTH POINT PKWY IMP		2,083,751	1,737,467	\$ -	\$ 346,284	\$ 346,284	\$ 69,613	\$ 276,670	\$ 1	
subtotal							\$ -	\$ 346,284	\$ 346,284	\$ 69,613	\$ 276,670	\$ 1
Non-Allocated												
34090200-579000		CONTINGENCY				\$ -	\$ (24,859)	\$ (24,859)	\$ -	\$ -	\$ (24,859)	
subtotal							\$ -	\$ (24,859)	\$ (24,859)	\$ -	\$ -	\$ (24,859)
Total							\$ -	\$ 2,523,719	\$ 2,523,719	\$ 236,884	\$ 1,654,915	\$ 631,920



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2023

			Project Snapshot: FY2013 - FY2023		FY 2024					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
30141100-336000	C1410	RUCKER RD WATERLINE	\$ 1,562,604	\$ 1,459,845	\$ -	\$ 102,759	\$ 102,759	\$ -		\$ 102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784	5,544,518	-	602,266	602,266	-		602,266
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	430,000	-	-	430,000	430,000	-		430,000
30141100-336000	C2238	DAVIS DR. WATER (COUNTY)	364,489	298,753	-	65,736	65,736	-		65,736
30141100-336000	C2400	CEMETERY RETAINING WALL	2,500	-	-	2,500	2,500	2,500		-
30161150-371000	C1929	COMM AG PROGRAM	84,233	81,348	-	2,885	2,885	4,728		(1,843)
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	43,300	38,700	-	4,600	4,600	4,600		-
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	31,216	7,628	-	23,588	23,588	27,391		(3,803)
30161150-371000	C2413	WBP DUGOUT EXPANSION	18,925	-	-	18,925	18,925	18,925		-
30174150-337000	C0910	TREE REPLACEMENT FUND	164,320	-	-	164,320	164,320	171,520		(7,200)
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-	-	37,500	37,500	37,500		-
30174150-336000	C1538	ARTS CENTER FEASIBILITY STUDY	17,500	-	-	17,500	17,500	17,500		-
		subtotal			\$ -	\$ 1,806,504	\$ 1,806,504	\$ 284,664		\$ 1,521,840
Non-Departmental										
30190200-395000		CARRYFORWARD FUND BALANCE			\$ 1,500,000	\$ 9,713,644	\$ 11,213,644	\$ -		\$ 11,213,644
		TRANSFER-IN FROM THE GENERAL FUND								
30190200-391100					10,597,818	1,795,000	12,392,818	5,327,606		7,065,212
30190200-362000		REALIZED GAIN/LOSS			-	-	-	(15,108)		15,108
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	335		(335)
30190200-361000		INTEREST EARNINGS			150,000	-	150,000	173,214		(23,214)
		subtotal			\$ 12,247,818	\$ 11,508,644	\$ 23,756,462	\$ 5,486,047		\$ 18,270,415
		Total			\$ 12,247,818	\$ 13,315,148	\$ 25,562,966	\$ 5,770,711		\$ 19,792,255
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	3,560	\$ -	\$ 141,440	\$ 141,440	\$ 1,350	\$ -	\$ 140,090
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000	-	-	100,000
		subtotal			\$ -	\$ 241,440	\$ 241,440	\$ 1,350	\$ -	\$ 240,090



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2023

			Project Snapshot: FY2013 - FY2023		FY 2024											
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget						
Account #	Project															
Finance																
30115150-542400	C1141	TYLER ERP SYSTEM	363,044	356,279	\$	-	\$	6,765	\$	6,765	\$	-	\$	3,612	\$	3,153
subtotal					\$	-	\$	6,765	\$	6,765	\$	-	\$	3,612	\$	3,153
Information Technology																
30117400-542400	C0900	CISCO DATA NETWORK	300,002	298,402	\$	-	\$	1,600	\$	1,600	\$	-	\$	-	\$	1,600
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	49,768		-		233		233		-		233		1
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210		-		563,469		563,469		11,613		235,068		316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947		-		21,056		21,056		-		-		21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,502,370	3,042,127		390,000		70,243		460,243		33,008		377		426,858
30117400-542400	C1519	WIRELESS ACCESS POINTS	50,000	-		50,000		-		50,000		-		-		50,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	128,749		-		271,396		271,396		-		-		271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	31,883		-		268,118		268,118		16,884		237,370		13,864
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-		-		50,000		50,000		-		35,500		14,500
subtotal					\$	440,000	\$	1,246,115	\$	1,686,115	\$	61,505	\$	508,547	\$	1,116,063
Human Resources																
30118450-542400/20	C1222	RECORDS MANAGEMENT	72,501	22,934	\$	-	\$	49,567	\$	49,567	\$	5,403	\$	-	\$	44,164
subtotal					\$	-	\$	49,567	\$	49,567	\$	5,403	\$	-	\$	44,164
Municipal Court																
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	35,700	\$	-	\$	3,900	\$	3,900	\$	-	\$	3,900	\$	-
subtotal					\$	-	\$	3,900	\$	3,900	\$	-	\$	3,900	\$	-
Public Safety																
30131150-542200	C1202	FLEET REPLACEMENT	9,890,846	6,202,954	\$	1,875,000	\$	1,812,892	\$	3,687,892	\$	511,130	\$	1,916,636	\$	1,260,125
30131150-541300	C1229	PS ROOF REPAIR	1,197,112	1,172,875		-		24,237		24,237		-		-		24,237
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,376,082		-		137,843		137,843		53,538		30,630		53,675
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	198,250		-		294,281		294,281		-		-		294,281
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,060	307,799		-		92,261		92,261		3,856		85,690		2,715
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	9,196		-		10,804		10,804		-		-		10,804
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942		-		6,058		6,058		-		-		6,058
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,871	38,391		-		5,480		5,480		-		-		5,480
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	374,223		-		1,875,778		1,875,778		462,057		1,393,720		20,001
30131150-542100	C2302	ALL TERRAIN VEHICLES	10,772	10,772		-		-		-		-		-		-



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Account #		Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,501	17,168	-	432,333	432,333	54,941	370,320	7,072
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,000	-	225,000	75,000	300,000	1,350	97,500	201,150
30131150-542400	C2406	REAL TIME CRIME CENTER	128,900	-	128,900	-	128,900	1,853	-	127,047
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	66,000	-	66,000	-	66,000	976	56,371	8,653
		subtotal			\$ 2,294,900	\$ 4,766,967	\$ 7,061,867	\$ 1,089,701	\$ 3,950,867	\$ 2,021,300
Public Works										
30141100-541200	C0910	TREE REPLACEMENT FUND	\$ 1,812,471	\$ 1,488,131	\$ -	\$ 324,340	\$ 324,340	\$ 4,750	\$ -	\$ 319,590
30141100-541200	C1008	CEMETERY AUTHORITY- MAINTENANCE	493,726	227,923	-	265,803	265,803	4,691	7,968	253,144
30141100-541410	C1207	BRIDGE MAINTENANCE	865,212	406,488	200,000	258,724	458,724	-	-	458,724
30141100-541410	C1215	STRIPING & SIGNAGE	2,264,665	2,013,199	250,000	1,466	251,466	14,395	10,130	226,942
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,585	513,116	-	40,469	40,469	40,469	-	0
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	904,267	804,267	100,000	-	100,000	21,923	11,951	66,126
30141100-541410	C1219	MILLING AND RESURFACING	27,137,647	24,017,647	3,120,000	-	3,120,000	500	2,697,598	421,901
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	1,087,079	980,278	100,000	6,801	106,801	17,695	11,573	77,533
30141100-541410	C1221	DESIGN SERVICES	1,018,300	894,867	75,000	48,433	123,433	-	12,403	111,030
30141100-542200	C1223	FLEET REPLACEMENT	1,672,223	1,334,068	190,000	148,155	338,155	5,224	314,188	18,743
30141100-541300	C1229	FACILITY ROOF REPAIR/REPLACE	325,000	-	325,000	-	325,000	-	-	325,000
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,374,771	1,072,093	152,000	150,678	302,678	44,611	26,625	231,442
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,374	203,793	-	13,581	13,581	-	-	13,581
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	550,001	429,468	100,000	20,533	120,533	10,837	9,696	100,000
30141100-541300	C1902	FIRE STATION RENOVATIONS	435,003	419,519	-	15,484	15,484	-	-	15,484
30141100-541300	C1904	PW HQ RENOVATIONS	178,038	157,586	-	20,452	20,452	15,309	-	5,143
30141100-541300	C1906	CITY HALL RENOVATIONS	25,000	-	25,000	-	25,000	-	25,000	-
30141100-541300	C2003	HVAC REPLACEMENTS	391,730	291,730	100,000	-	100,000	33,650	28,205	38,146
30141100-541300	C2004	GENERATOR REPLACEMENTS	295,027	295,027	-	-	-	-	-	-
30141100-542400	C2026	TCC HARDWARE/SOFTWARE	170,002	98,846	-	71,156	71,156	6,938	-	64,218
30141100-541410	C2048	STREETLIGHT MAINTENANCE	349,079	203,862	80,000	65,217	145,217	8,930	15,835	120,452
30141100-541500	C2050	REC FACILITY MAINTENANCE	155,000	128,146	-	26,854	26,854	-	-	26,854
30141100-541300	C2053	PARKING GARAGE MAINTENANCE	181,308	58,383	25,000	97,925	122,925	80,755	12,450	29,720



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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541410	C2104	WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925		333,925	-
30141100-541410	C2113	ENCORE GREENWAY GATEWAY	430,001	306,250	-	123,751	123,751	-	123,750	1
30141100-544200	C2200	CITY TRASH RECEPTACLE SERVICE	100,002	84,042	-	15,960	15,960	-	-	15,960
30141100-541410	C2238	DAVIS DR WATER (COUNTY)	364,489	298,753	-	65,736	65,736	-	65,736	1
30141100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	365,000	37,016	-	327,984	327,984	3,512	76,330	248,142
30141100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	188,272	30,686	-	157,586	157,586	(10)	-	157,596
30141100-541410	C2315	LOCAL ROADS SAFETY ACTION PLAN	199,778	140,710	-	59,068	59,068	40,989	18,079	0
30141100-541200	C2400	CEMETERY RETAINING WALL	18,500	-	16,000	2,500	18,500	16,071	-	2,429
30141100-544200	C2408	WEBB BRIDGE PARK SEWER	437,500	180	437,500	(180)	437,320	25,319	41,926	370,075
30141100-541200	C2409	SR9 LANDSCAPING	350,000	-	350,000	-	350,000	-	-	350,000
30141100-542100	C2410	WINTER WEATHER EQUIPMENT	65,000	-	65,000	-	65,000	-	-	65,000
		subtotal			\$ 5,710,500	\$ 2,662,401	\$ 8,372,901	\$ 396,556	\$ 3,843,367	\$ 4,132,978
Recreation, Parks & Cultural Services										
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT	1,505,429	1,005,429	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
30161150-541200	C1210	TREE REMOVAL			200,000	58,667	258,667	97,870	25,110	135,687
30161150-541500	C1221	DESIGN SERVICES	214,224	209,396	-	4,828	4,828	-	3,585	1,243
30161150-541300	C1229	FACILITY ROOF REPAIR	680,411	485,411	195,000	-	195,000	46,725	-	148,275
30161150-542200	C1232	FLEET	412,578	202,662	-	209,916	209,916	97,735	-	112,181
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT	990,219	758,226	153,000	78,993	231,993	-	77,377	154,616
30161150-541500	C1424	WILL PARK POOL EXPANSION	59,000	55,700	-	3,300	3,300		3,300	-
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614	THE STORIES PROJECT	85,000	31,065	-	53,935	53,935	-	47,000	6,935
30161150-541510	C1636	GREENWAY REPAIR AND MAINTENANCE	839,751	394,219	260,100	185,432	445,532	1,010	6,126	438,396
30161150-541500	C1804	PARK REPAIRS/IMPROVEMENTS	821,552	731,552	90,000	-	90,000	-	30,582	59,418
30161150-541500	C1806	PARKS PLAYGROUND EQUIPMENT	740,721	288,640	250,000	202,081	452,081	-	-	452,081
30161150-544100	C1807	PUBLIC ARTS PROGRAM	286,000	202,550	55,000	28,450	83,450	-	13,950	69,500
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)	245,453	245,453	-	-	-		-	-
30161150-521200	C1926	NORTHSIDE MOU (PARKS)	11,400	4,625	-	6,775	6,775	-	6,775	-
30161150-541500	C1926	NORTHSIDE MOU (PARKS)	149,903	118,365	-	31,538	31,538	6,500	12,647	12,391



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30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM	84,237	40,530	-	43,707	43,707	11,804	11,021	20,881
30161150-541500	C2010	PARK ENHANCEMENTS	630,779	615,658	-	15,121	15,121	4,723	7,425	2,973
30161150-541500	C2030	TOWN GREEN IMPROVEMENTS	250,000	29,500	-	220,500	220,500	166,854	39,730	13,916
30161150-541500	C2051	FOUNTAIN MAINTENANCE	86,306	36,306	50,000	-	50,000	18,900	-	31,100
30161150-541500	C2202	ATHLETIC COURTS RESURFACING CITY AGRICULTURE PLAN (FOOD WELL)	198,433	68,368	100,000	30,065	130,065	-	49,400	80,665
30161150-541500	C2248		75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304	PARK WOOD POLE REPLACEMENT	200,000	-	-	200,000	200,000	2,492	5,000	192,508
30161150-541500	C2309	WACKY WORLD 2.0 (DONATIONS)	31,216	-	-	31,216	31,216	1,882	-	29,334
30161150-541500	C2411	PARK TRAIL MAINTENANCE	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2412	CULTURAL ARTS MASTER PLAN	30,000	-	30,000	-	30,000	-	-	30,000
30161150-541500	C2413	WBP DUGOUT ECPANSION	30,425	-	11,500	18,925	30,425	-	30,425	-
		subtotal			\$ 2,094,600	\$ 1,528,310	\$ 3,622,910	\$ 456,496	\$ 369,454	\$ 2,796,961
Community Development										
30174150-544100	C0019	DOWNTOWN PARKING FUND	576,749	297,748	\$ -	\$ 279,001	\$ 279,001	\$ 6,995	\$ 11,005	\$ 261,001
30174150-544100	C0924	ECONOMIC DEVELOPMENT PLAN	107,640	92,500	-	15,140	15,140	15,140	-	-
30174150-544200	C1300	CITY ECON DEVELOPMENT TOOLKIT	245,760	202,010	-	43,750	43,750	-	-	43,750
30174150-542200	C1433	FLEET REPLACEMENT	99,932	59,932	40,000	-	40,000	26,489	-	13,511
30174150-544100	C1538	ARTS CENTER FEASIBILITY STUDY	35,000	-		35,000	35,000	-	35,000	-
30174150-541410	C1603	DESIGN SERVICES	587,204	473,611	61,200	52,393	113,593	5,208	15,854	92,531
30174150-542400	C2111	COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	-	1,363	11,644
30174150-521200	C2307	WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	-	-	59,300
30174150-521200	C2401	NORTH POINT FRAMEWORK PLAN	200,000	-	200,000	-	200,000	-	-	200,000
30174150-523400	C2402	GARDEN DISTRICT SIGNAGE	12,700	-	12,700	-	12,700	-	-	12,700
30174150-544100	C2403	SOUTH MAIN DISTRICT	50,000	-	50,000	-	50,000	-	-	50,000
30174150-544100	C2404	BROOKSIDE PARK GATEWAY	75,000	-	75,000	-	75,000	-	-	75,000
30174150-542200	C2405	LAND DEV INSPECTOR EQUIPMENT	45,000	-	45,000	-	45,000	-	-	45,000
30174150-541410	C2414	BROOKSIDE PARKWAY LAND DIET	40,000	-	40,000	-	40,000	-	-	40,000
		subtotal			\$ 523,900	\$ 497,591	\$ 1,021,491	\$ 53,832	\$ 63,223	\$ 904,436



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Encumbrances									
Account #	Project								
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 1,183,918	\$ 2,286,092	\$ 3,470,010	\$ -	\$ -	\$ 3,470,010
30190200-579011	MATCH (GRANTS UNDER REVIEW)			\$ -	\$ 26,000	\$ 26,000	\$ -	\$ -	\$ 26,000
	subtotal			\$ 1,183,918	\$ 2,312,092	\$ 3,496,010	\$ -	\$ -	\$ 3,496,010
	Total			\$ 12,247,818	\$ 13,315,148	\$ 25,562,966	\$ 2,064,842	\$ 8,742,970	14,755,154



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Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS			\$ 50,000	\$ -	\$ 50,000	\$ 68,105		\$ (18,105)
30290200-362000	REALIZED GAIN/LOSS INV			-	-	-	(6,033)		6,033
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	1,226		(1,226)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			3,950,000	-	3,950,000	1,316,667		2,633,333
30290200-395000	CARRYFORWARD FUND BALANCE			-	4,737,937	4,737,937	-		4,737,937
	subtotal			\$ 4,000,000	\$ 4,737,937	\$ 8,737,937	\$ 1,379,964		\$ 7,357,973
	Total			\$ 4,000,000	\$ 4,737,937	\$ 8,737,937	\$ 1,379,964		\$ 7,357,973
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	788,796	\$ -	\$ 217,607	\$ 217,607	\$ 69,326	\$ 13,908	\$ 134,373
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	15,426,219	7,349,440	4,000,000	4,076,779	8,076,779	627,464	1,332,124	6,117,191
30241100-541430 C1503	STORMWATER STUDIES	500,001	343,780	-	156,221	156,221	-	-	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	542,365	-	121,690	121,690	-	-	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	252,997	252,993	-	4	4	-	-	4
	subtotal			\$ 4,000,000	\$ 4,572,301	\$ 8,572,301	\$ 696,790	\$ 1,346,032	\$ 6,529,479
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 165,636	\$ 165,636	\$ -	\$ -	\$ 165,636
	subtotal			\$ -	\$ 165,636	\$ 165,636	\$ -	\$ -	\$ 165,636
	Total			\$ 4,000,000	\$ 4,737,937	\$ 8,737,937	\$ 696,790	\$ 1,346,032	\$ 6,695,115



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American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
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Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	3,905,852	\$ -	\$ 2,738,659	\$ 2,738,659	\$ 667,694		\$ 2,070,965
	Total			\$ -	\$ 2,738,659	\$ 2,738,659	\$ 667,694		\$ 2,070,965
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,175,959	1,175,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	1,811,716	-	332,794	332,794	199,757	-	133,037
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	655,690	-	668,311	668,311	52,743	478,284	137,284
	subtotal			\$ -	\$ 1,001,105	\$ 1,001,105	\$ 252,500	\$ 478,284	\$ 270,321
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	87,519	76,019	\$ -	\$ 11,500	\$ 11,500		\$ 11,500	\$ -
30361150-541500 C2316	GREENWAY BOARDWALK REPLACEMENT	1,912,483	186,468	-	1,726,015	1,726,015	415,390	1,310,623	2
	subtotal			\$ -	\$ 1,737,515	\$ 1,737,515	\$ 415,390	\$ 1,322,123	\$ 2
Non-Departmental									
30390200-579000	NON-ALLOCATED			\$ -	\$ 39	\$ 39	\$ -	\$ -	\$ 39
	subtotal			\$ -	\$ 39	\$ 39	\$ -	\$ -	\$ 39
	Total			\$ -	\$ 2,738,659	\$ 2,738,659	\$ 667,890	\$ 1,800,407	\$ 270,362



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2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 515,715		\$ (515,715)
31890200-395000	CARRYFORWARD FUND BALANCE				-	28,451,393	28,451,393	-		28,451,393
	subtotal				\$ -	\$ 28,451,393	\$ 28,451,393	\$ 515,715		\$ 27,935,678
	Total				\$ -	\$ 28,451,393	\$ 28,451,393	\$ 515,715		\$ 27,935,678
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,542,698	42,698	\$ -	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,405,386	448,084	-	957,302	957,302	4,899	763	951,640
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,386,980	792,366	-	4,594,614	4,594,614	-	1,058,993	3,535,621
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	6,062,644	778,257	-	5,284,387	5,284,387	12,675	395,060	4,876,652
31861150-541500	C2216	UNION HILL PARK	3,303,690	444,966	-	2,858,724	2,858,724	75,504	199,625	2,583,595
31861150-541500	C2217	MID-BROADWELL PARK	836,296	389,984	-	446,312	446,312	277,766	73,569	94,977
31861150-541500	C2218	OLD RUCKER PARK	3,030,570	366,865	-	2,663,705	2,663,705	52,143	21,957	2,589,605
31861150-541500	C2219	FARMHOUSE PARK	2,224,706	255,276	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	224,706	-	1,025,295	1,025,295	248,593	775,922	780
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000	PARKS RESERVE		1,520,173	368,549	-	1,151,624	1,151,624	-	-	1,151,624
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ -	\$ 28,451,393	\$ 28,451,393	\$ 671,580	\$ 2,525,889	\$ 25,253,924



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of October 31, 2023

		Project Snapshot: FY2017-FY2023		FY 2024					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
Non-Departmental									
33590200-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 35,292,260	\$ 35,292,260			\$ 35,292,260
33541100-361000	INTEREST EARNINGS			-	-	-	637,875		(637,875)
	Total			\$ -	\$ 35,292,260	\$ 35,292,260	\$ 637,875		\$ 34,654,385
Expenditures									
33541100-541410	C1219 MILLING AND RESURFACING	2,000,000	2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33541100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	5,026,414	763,569	-	4,262,845	4,262,845	222,518	-	4,040,327
33541100-541410	C1713 KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,123,462	-	236,280	236,280	175	233,749	2,356
33541100-541410	C1717 OLD MILTON PKWY CAPACITY IMP	5,579,474	2,498,615	-	3,080,859	3,080,859	12,616	1,078,296	1,989,947
33541100-541410	C1800 HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933 WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C1934 WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054 GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	2,120,286	-	2,765,715	2,765,715	-	2,765,714	1
33541100-541410	C2104 WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,508	692,472	-	36	36	-	-	36
33541100-541410	C2113 ENCORE GREENWAY GATEWAY	2,573,000	233,300	-	2,339,700	2,339,700	5,125	43,000	2,291,575
33541100-541410	C2211 WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229 WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,001	1,244,331	-	4,755,670	4,755,670	276,780	2,842,596	1,636,293
33541100-541410	C2232 WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,001	1,021,567	-	15,978,434	15,978,434	140,321	33,478	15,804,635
33541100-541420	C2305 ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000	CONTINGENCY			-	1,872,721	1,872,721	-	-	1,872,721
	Total			\$ -	\$ 35,292,260	\$ 35,292,260	\$ 657,536	\$ 6,996,833	\$ 27,637,891



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of October 31, 2023

			Project Snapshot: FY2017 - FY2023		FY 2024						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Account #	Project										
Revenue											
Non-Departmental											
33690200-313400	TSPLOST II				\$ -	\$ 33,793,672	\$ 33,793,672	\$ 3,861,472		\$ 29,932,200	
33641100-361000	INTEREST EARNINGS				-	-	-	251,257		(251,257)	
33690200-395000	CARRYFORWARD FUND BALANCE				-	13,545,437	13,545,437	-		13,545,437	
	Total				\$ -	\$ 47,339,109	\$ 47,339,109	\$ 4,112,729		\$ 43,226,380	
Expenditures											
33641100-541410	C2040	TRADEWINDS PARKWAY	6,500,000	10,715	\$ -	\$ 6,489,285	\$ 6,489,285	\$ 422,100	\$ -	\$ 6,067,185	
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,000,001	2,065,944	-	10,934,057	10,934,057	1,446,040	6,392,698	3,095,319	
33641100-541410	C2107	NORTH POINT PARKWAY IMP	10,000,000	28,393	-	9,971,607	9,971,607	19,738	690,168	9,261,701	
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-	
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)	74,263	18,537	-	55,726	55,726	-	-	55,726	
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)	212,301	208,128	-	4,173	4,173	-	-	4,173	
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)	350,001	16,925	-	333,076	333,076	9,800	129,475	193,801	
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	23,434	-	726,567	726,567	2,327	92,939	631,301	
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,001	394,995	-	3,605,006	3,605,006	101,081	164,089	3,339,836	
33641100-541410	C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-	-	-	-	
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-	-	-	-	
33641100-541410	C2230	CUMMING ST CORRIDOR	4,757,526	6	-	4,757,520	4,757,520	-	-	4,757,520	
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	12,000,001	1,919,004	-	10,080,997	10,080,997	1,904,865	7,935,631	240,500	
33690200-579000	CONTINGENCY		381,095	-	-	381,095	381,095	-	-	381,095	
	Total				\$ -	\$ 47,339,109	\$ 47,339,109	\$ 3,905,952	\$ 15,405,000	\$ 28,028,156	



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of October 31, 2023

				Project Snapshot: FY2013 - FY2023		FY 2024												
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget							
Account #	Project																	
Revenue																		
27074110-341321	IMPACT FEES STREETS & HIGHWAYS			\$	-	\$	-	\$	-	\$	114,498	\$	(114,498)					
27074110-341323	IMPACT FEES RECREATION & PARKS				-		49,057		49,057		251,240		(202,183)					
27074110-341324	IMPACT FEES PUBLIC SAFETY				-		-		-		12,042		(12,042)					
27074110-362000	REALIZED GAIN/LOSS				-		-		-		(4,642)		4,642					
27074110-363000	UNREALIZED GAIN/LOSS				-		-		-		984		(984)					
27074110-395000	CARRYFORWARD FUND BALANCE				-		3,712,044		3,712,044		-		3,712,044					
27074110-361000	INTEREST EARNINGS				-		-		-		52,227		(52,227)					
	Total				\$	-	\$	3,761,101		\$	3,761,101	\$	426,349					
													\$	3,334,752				
Expenditures																		
Public Safety																		
27031150-544200	C2206	RAPID RESCUE TRUCK		124,600	124,100	\$	-	\$	500	\$	500	\$	-	\$	-	\$	500	
	subtotal						\$	-	\$	500	\$	500	\$	-	\$	-	\$	500
Public Works																		
27041100-541410	C1410	RUCKER RD CORRIDOR		1,002,553	991,047	\$	-	\$	11,506		11,506	\$	-	\$	11,506	\$	0	
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS		1,250,000	-		-		1,250,000		1,250,000		-		-		1,250,000	
27041100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)		1,540,000	1,533,350		-		6,650		6,650		-		6,650		-	
	subtotal						\$	-	\$	1,268,156	\$	1,268,156	\$	-	\$	18,156	\$	1,250,000
Recreation, Parks & Cultural Services																		
27061150-541500	C2011	WILLS PARK MASTER PLAN		328,634	21,930	\$	-	\$	306,704	\$	306,704	\$	-	\$	-	\$	306,704	
27061150-541410	C2113	ENCORE GREENWAY GATEWAY		2,000,000	27,480		-		1,972,520		1,972,520		-		-		1,972,520	
	subtotal						\$	-	\$	2,279,224	\$	2,279,224	\$	-	\$	-	\$	2,279,224
Non-Departmental																		
27074110-521200	PROFESSIONAL SERVICES					\$	-	\$	37,525	\$	37,525	\$	-	\$	37,525	\$	-	
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS						-		27,367		27,367		-		-		27,367	
27074110-579003	NON-ALLOCATED PUBLIC SAFETY						-		148,329		148,329		-		-		148,329	
	subtotal						\$	-	\$	213,221	\$	213,221	\$	-	\$	37,525	\$	175,696
	Total						\$	-	\$	3,761,101	\$	3,761,101	\$	-	\$	55,681	\$	3,705,420



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of October 31, 2023

Account #Project		Project Snapshot: FY2013 - FY2023		FY 2024					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue									
27590150-314100	HOTEL/MOTEL TAXES			\$ 9,550,000	\$ -	\$ 9,550,000	\$ 2,472,781		\$ 7,077,219
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX			-	-	-	2		(2)
27590150-362000	REALIZED GAIN/LOSS			-	-	-	(1,587)		1,587
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	101		(101)
27590150-361000	INTEREST EARNINGS			-	-	-	17,139		(17,139)
	subtotal			\$ 9,550,000	\$ -	\$ 9,550,000	\$ 2,488,436		\$ 7,061,564
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 962,046	\$ 962,046	\$ -		\$ 962,046
	subtotal			\$ -	\$ 962,046	\$ 962,046	\$ -		\$ 962,046
	Total			\$ 9,550,000	\$ 962,046	\$ 10,512,046	\$ 2,488,436		\$ 8,023,610
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	34,900,129	30,722,004	\$ 4,178,125	\$ -	\$ 4,178,125	\$ 1,081,728	\$ -	\$ 3,096,397
	subtotal			\$ 4,178,125	\$ -	\$ 4,178,125	\$ 1,081,728	\$ -	\$ 3,096,397
City of Alpharetta									
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	30,313,108	26,731,858	3,581,250	-	3,581,250	927,195	-	2,654,055
	subtotal			\$ 3,581,250	\$ -	\$ 3,581,250	\$ 927,195	\$ -	\$ 2,654,055
Tourism Product Development									
27590150-521200	PROFESSIONAL SERVICES	41,570	36,070	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500
27590150-579006	DEBT SERVICE RESERVE	28,071,246	26,731,858	392,412	946,976	1,339,388	-	-	1,339,388
27590450-541500	C2011 WILLS PARK MASTER PLAN	751,892	736,822	-	15,070	15,070	-	-	15,070
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	8,238,654	7,528,654	710,000	-	710,000	-	-	710,000
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	6,026,367	5,343,654	682,713	-	682,713	341,356	-	341,357
	subtotal			\$ 1,790,625	\$ 962,046	\$ 2,752,671	\$ 341,356	\$ -	\$ 2,411,315
	Total			\$ 9,550,000	\$ 962,046	\$ 10,512,046	\$ 2,350,280	\$ -	\$ 8,161,766



OTHER REPORTS



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2023

Vendor	Description	Department	\$ Amount
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,384.38
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,932.12
A.D. MORRISON, INC	REC & PARK BLDG RE-ROOF	Rec., Parks & Cultural Services	\$ 46,724.88
AECOM TECHNICAL SERVICES	NP ALPHALINK (ARC/LCI GRANT)	Public Works	\$ 21,258.13
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 447,704.61
ALPHARETTA	HOTEL/MOTEL OCCUPANCY TAX AUGUST FY24	General Government	\$ 323,720.43
ALPHARETTA	HOTEL/MOTEL OCCUPANCY TAX FOR SEPTEMBER FY24	General Government	\$ 337,941.89
ALTA PLANNING + DESIGN	SAFETY ENGINEERING AND ACCIDENT STUDIES; OSHA STUDIES	Public Works	\$ 29,915.27
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 32,868.50
AMT FLEET SERVICES	VEHICLE REPAIR & MAINTENANCE	Various Departments	\$ 6,153.69
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 17,190.71
ATLANTA ATHLETIC	BASEBALL EQUIPMENT	Rec., Parks & Cultural Services	\$ 13,170.00
BANC OF AMERICA	CAPITAL LEASE INTEREST & PRINCIPLE PAYMENTS	Public Safety	\$ 538,649.67
BNY MELLON	INTEREST (GTECH SERIES 2013)	General Government	\$ 38,745.00
BNY MELLON	INTEREST (2016 CONF CTR)	General Government	\$ 341,356.25
BNY MELLON	INTEREST (GO SERIES 2014R)	General Government	\$ 63,648.00
BNY MELLON	BOND INTEREST (2016 GO BOND)	General Government	\$ 707,793.75
BNY MELLON	INTEREST (GO 2020 REFUNDING)	General Government	\$ 427,125.00
BNY MELLON	INTEREST (GO 2022 BOND)	General Government	\$ 451,633.75
CAMBRIDGE INVESTMENT	CONSULTING FEE	Finance	\$ 9,862.70
CAPITAL CITY ELECTRIC	STREETLIGHT MAINTENANCE	Public Works	\$ 5,923.85
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE, FLEET REPLACEMENT	Various Departments	\$ 128,029.87
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 5,564.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 10,631.99
CELLEBRITE INC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 6,100.00
CENTER FOR INTERNET	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 27,000.00
CENTRALSQUARE	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 196,990.00
COLUMBIA ENGINEERING	DESIGNING SERVICES	Rec., Parks & Cultural Services	\$ 16,408.00
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 21,179.80



CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2023

Vendor	Description	Department	\$ Amount
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 8,875.60
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 17,051.17
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 5,660.17
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 6,100.17
DATA MEDIA ASSOCIATE	PRINTING AND BINDING	Finance	\$ 12,309.16
DATA MEDIA ASSOCIATE	PRINTING AND BINDING	Finance	\$ 22,117.16
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	\$ 15,308.19
DIAMOND GLASS CO INC	FRONT OFFICE WALLS	Public Safety	\$ 18,925.00
ESIS INC	CLAIMS (WORKERS COMP)	Risk Management	\$ 7,026.07
EXCELLERE CONSTRUCTION	CONSTRUCTION, HIKE AND BIKE TRAIL	Rec., Parks & Cultural Services	\$ 103,421.28
FULTON COUNTY BOARD OF COMMISSIONERS	LVAP COLLECTION	Public Safety	\$ 5,533.56
FULTON COUNTY BOARD OF EDUCATION	AUGUST FUEL BILL	General Government	\$ 55,542.59
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 10,042.96
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 9,338.25
GEORGIA BRIDGE AND CONSTRUCTION	CONSTRUCTION, STREET (MAJOR AND RESIDENTIAL)	Public Works	\$ 408,173.96
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 16,629.58
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 209,359.67
GEORGIA SUPERIOR COURT CLERK'S	SEPTEMBER MONTHLY REPORT	Public Safety	\$ 25,489.38
GRANICUS LLC	PROFESSIONAL SERVICES (NOT OTHERWISE CLASSIFIED)	Community Development	\$ 5,000.00
GRAYSHIFT	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 10,995.00
GRS RETIREMENT	ACTUARIAL SERVICES AND RETIREMENT PLANNING	General Government	\$ 5,500.00
INTEGRATED CONSTRUCTION	CONSTRUCTION, HIKE AND BIKE TRAIL	Public Works	\$ 406,085.48
JARRARD & DAVIS	LEGAL SERVICES THROUGH 9/30/23	Various Departments	\$ 89,319.08
JOHNSON CONTROLS	CITY HALL HVAC INSTALLATION	Public Works	\$ 27,500.00
KIMBROUGH INDUSTRIAL	HEATING, VENTILATING AND AIR CONDITIONING (HVAC)	Various Departments	\$ 33,945.90
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 29,965.83
LEIJA & SANCHEZ CONSTRUCTION LLC	CEMETERY MAINTENANCE SERVICES	Public Works	\$ 12,044.50
MEER ELECTRIC	WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	\$ 6,000.63
MEER ELECTRIC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,370.52
MEER ELECTRIC	ELECTRICAL SERVICE	Various Departments	\$ 28,768.93



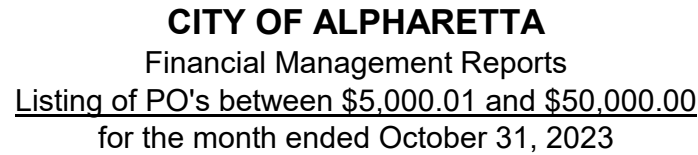
CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2023

Vendor	Description	Department	\$ Amount
MERIDIAN RAPID DEFENCE	TRAFFIC CONES, LANE MARKERS, AND BARRICADES	Rec., Parks & Cultural Services	\$ 5,400.00
MERIDIAN RAPID DEFENCE	TRAFFIC CONES, LANE MARKERS, AND BARRICADES	Rec., Parks & Cultural Services	\$ 25,600.00
MOFFATT & NICHOL	DESIGNING SERVICES	Public Works	\$ 6,537.13
MOFFATT & NICHOL	DESIGNING SERVICES	Public Works	\$ 10,093.64
NORTH FULTON REGIONAL RADIO SYS AUTHORITY	RADIO FREQUENCY ACCESS SERVICES	Various Departments	\$ 154,031.00
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	POABF COLLECTION REPORT	Public Safety	\$ 12,896.14
PLAY BY DESIGN, LLC.	WILLS PARK MASTER PLAN IMPROVEMENTS DESIGN	Rec., Parks & Cultural Services	\$ 12,675.00
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	\$ 14,750.00
PRIME CONTRACTORS	DESIGN BUILD SERVICES	Rec., Parks & Cultural Services	\$ 203,077.84
PRIORITY DISPATCH	IT PROFESSIONAL SERVICES	Public Safety	\$ 42,240.00
RKG ASSOCIATES, INC	ECONOMIC DEVELOPMENT PLAN	Community Development	\$ 15,140.00
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 71,319.12
SAVATREE LLC	TREE TRIMMING AND PRUNING SERVICES: ON THE GREENWAY	Rec., Parks & Cultural Services	\$ 25,575.00
SAVATREE LLC	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	\$ 17,205.00
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 35,471.80
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	\$ 34,134.45
SIGMA ACTUARIAL CONSULTING	6/30/23 ACTUARIAL	Risk Management	\$ 11,000.00
SLAM MECHANICAL LLC	PLUMBING MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	\$ 7,025.00
SLAM MECHANICAL LLC	PLUMBING EQUIPMENT AND FIXTURES, MAINTENANCE AND REPAIRS	Various Departments	\$ 12,007.83
SOL CONSTRUCTION LLC	CONSTRUCTION, SIDEWALK AND DRIVEWAY, STREET	Public Works	\$ 67,490.25
Sp Metal Garden Beds (PCARD)	AM GARDEN BEDS FOR MAYFIELD - RUCKER FARM CONSTRUCTION	Rec., Parks & Cultural Services	\$ 5,918.40
SUSTAINABLE WATER	SW PIPE & STRUCTURE R&M	Public Works	\$ 5,470.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	\$ 8,455.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	\$ 5,430.38
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS	Rec., Parks & Cultural Services	\$ 21,365.32
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICE	Rec., Parks & Cultural Services	\$ 43,918.67
TRI SCAPES INC	BARRIERS AND ENCLOSURES, CONSTRUCTION	Rec., Parks & Cultural Services	\$ 159,403.13
TRI SCAPES INC	PARK AREA CONSTRUCTION/RENOVATION	Various Departments	\$ 97,012.91
TRUIST BANK	PCARD STATEMENT 10/2/23	General Government	\$ 154,647.30



CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2023

Vendor	Description	Department	\$ Amount
TRUIST BANK	2015 PIERCE CUSTOM PUMPER PRINCIPLE AND INTEREST PAYMENTS	Public Safety	\$ 54,086.66
UNIVERSAL CONCEPTS	PARTY, HOLIDAY, AND EVENT DECORATING SERVICES	Rec., Parks & Cultural Services	\$ 53,134.50
UTILITY ASSET MANAGE	RETAINAGE PAYABLE	General Government	\$ 24,061.35
WADE FORD INC	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Community Development	\$ 25,850.00
WADE FORD INC	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS,	Various Departments	\$ 110,570.00
ZENDESK INC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 30,825.60



Financial Management Report
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City of Alpharetta
Balance Sheet
Governmental Funds
October 31, 2023

	Major Governmental Funds							Non-Major	Total
	General	Capital	Capital	2016	2022	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
ASSETS									
Cash / Cash Equivalents / Investments	\$ 31,165,465	\$ 14,643,535	\$ 816,548	\$ -	\$ 28,201,419	\$ 35,213,110	\$ 14,015,721	\$ 15,085,108	\$ 139,140,906
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	27,064,558	-	-	-	-	-	-	-	27,064,558
Other Taxes	661,880	-	-	-	-	-	-	-	661,880
Interest	-	-	-	-	-	-	-	17,192	17,192
Accounts	-	-	-	-	-	-	-	5,595,899	5,595,899
Due from Other Funds	236,732	-	-	-	-	-	-	21,470	258,202
Intergovernmental Receivable	20,780	770,022	126,193	-	-	-	2,733	-	919,728
Cash - Restricted	232,120	275,694	-	-	-	-	-	-	507,815
Total Assets	59,381,535	15,689,252	942,741	-	28,201,419	35,213,110	14,018,454	20,719,669	174,166,180
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	486,876	11,417	-	-	-	2,381	4,678	330,815	836,166
Retainage Payable	-	32,256	1,738	-	36,680	99,441	322,324	134,900	627,339
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	220,488	-	-	-	-	-	-	-	220,488
Due to Other Funds	-	-	186,699	-	-	-	-	10,909	197,608
Deferred Revenue	27,766,784	770,022	126,193	-	-	-	2,733	5,634,561	34,300,293
Unearned Revenue	885,380	-	130,460	-	-	-	-	2,075,871	3,091,710
Non-Current									
Unclaimed Property	105,106	-	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-	-
Total Liabilities	29,464,635	813,695	445,090	-	36,680	101,821	329,734	8,187,055	39,378,711
Fund Balances:									
Restricted for:									
Capital Projects	-	2,662,577	(1,132,405)	-	24,487,226	26,241,734	(2,097,376)	5,990,881	56,152,637
Law Enforcement	-	-	-	-	-	-	-	109,176	109,176
Emergency Telephone Activities	-	-	-	-	-	-	-	(550,653)	(550,653)
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	(629,871)	(629,871)
Promotion of Tourism	-	-	-	-	-	-	-	(244,155)	(244,155)
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	53,638	53,638
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	22,570,000	-	-	-	-	-	-	-	22,570,000
2025 Fiscal Year Capital	9,447,780	-	-	-	-	-	-	-	9,447,780
Encumbrances	4,583,660	8,742,970	1,654,915	-	2,525,889	6,996,833	15,405,000	4,060,440	43,969,707
Remaining 2024 Net Spend	(10,409,253)	-	-	-	-	-	-	-	(10,409,253)
Projected Net Surplus/2026 Capital	3,724,713	-	-	-	-	-	-	-	3,724,713
Unallocated	-	3,470,010	(24,859)	-	1,151,624	1,872,721	381,095	4,051,254	10,901,845
Total Fund Balances	29,916,900	14,875,556	497,651	-	28,164,739	35,111,289	13,688,719	12,840,709	135,095,563
Total Liabilities and Fund Balances	\$ 59,381,535	\$ 15,689,252	\$ 942,741	\$ -	\$ 28,201,419	\$ 35,213,110	\$ 14,018,454	\$ 21,027,764	\$ 174,474,275

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended October 31, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	\$ 4,682,029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 807,583	\$ 5,489,612
Local Option Sales Tax	5,479,689	-	-	-	-	-	-	-	5,479,689
Transportation SPLOST	-	-	-	-	-	-	3,861,472	-	3,861,472
Other Taxes	7,173,248	-	-	-	-	-	-	2,472,783	9,646,031
Licenses and permits	841,509	-	-	-	-	-	-	-	841,509
Intergovernmental	47,209	-	-	-	-	-	-	708,073	755,283
Charges for services	1,276,079	-	-	-	-	-	-	809,340	2,085,420
Impact Fees	-	-	-	-	-	-	-	377,780	377,780
Fines/Forfeitures	703,007	-	-	-	-	-	-	-	703,007
Investment earnings (Loss)	261,715	109,332	(3,076)	10	384,925	476,439	187,761	116,519	1,533,625
Contributions and Donations	31,699	284,716	1,090,419	-	-	-	-	-	1,406,833
Misc Revenue	28,211	-	-	-	-	-	-	-	28,211
Other	-	-	-	-	-	-	-	-	-
Total revenues	20,524,396	394,047	1,087,342	10	384,925	476,439	4,049,233	5,292,078	32,208,472
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	4,065,162	68,258	-	-	-	-	-	1,086,478	5,219,898
Public safety	13,952,212	1,089,178	-	-	-	-	-	2,189,944	17,231,334
Public works	3,338,746	393,906	167,272	10	-	657,411	3,905,951	942,439	9,405,736
Economic and community development	1,674,693	53,518	69,613	-	-	-	-	-	1,797,824
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	4,408,196	455,103	-	-	671,580	-	-	440,981	5,975,861
Contingency	-	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									
Principal	-	-	-	-	-	-	-	301,226	301,226
Interest	38,745	-	-	-	-	-	-	1,993,114	2,031,859
Other Costs	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	27,477,755	2,059,963	236,884	10	671,580	657,411	3,905,951	6,954,182	41,963,737
Excess (deficiency) of revenues over (under) expenditures	(6,953,359)	(1,665,916)	850,458	-	(286,655)	(180,972)	143,282	(1,662,104)	(9,755,265)
OTHER FINANCING SOURCES (USES)									
Transfers in	927,195	5,327,606	-	-	-	-	-	1,316,667	7,571,468
Transfers out	(6,644,273)	-	-	-	-	-	-	(927,195)	(7,571,468)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-
Sale of capital assets	21,319	-	-	-	-	-	-	-	21,319
Sale of non-capital assets	412	-	-	-	-	-	-	-	412
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(5,695,346)	5,327,606	-	-	-	-	-	389,471	21,731
Net change in fund balances	(12,648,705)	3,661,690	850,458	-	(286,655)	(180,972)	143,282	(1,272,632)	(9,733,534)
Fund balances - beginning	42,565,605	11,213,866	(352,807)	-	28,451,393	35,292,260	13,545,437	14,113,342	144,829,098
Fund balances - ending	\$ 29,916,900	\$ 14,875,556	\$ 497,651	-	\$ 28,164,739	\$ 35,111,289	\$ 13,688,719	\$ 12,840,709	\$ 135,095,563

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
October 31, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,095,233	\$ 4,200,509	\$ 238,168	\$ 32,085	\$ 176,894	\$ 1,102,304	\$ 2,106,192	\$ 700,025	\$ 5,433,699	\$ 15,085,108
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	122	-	-	-	17,070	-	-	-	-	17,192
Property Taxes	-	-	-	-	-	-	-	5,595,899	-	5,595,899
Intergovernmental Receivable	-	-	-	-	21,470	-	-	-	-	21,470
Due From Other Funds	308,095	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,403,449	4,200,509	238,168	32,085	215,434	1,102,304	2,106,192	6,295,924	5,433,699	21,027,764
LIABILITIES										
Accounts Payable	308,095	-	-	-	17,375	5,142	-	-	203	330,815
Retainage Payable	-	76,050	-	-	-	-	35,227	-	23,623	134,900
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	10,909	-	-	-	10,909
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	122	-	-	-	38,540	-	-	5,595,899	-	5,634,561
Unearned Revenue	-	-	-	-	-	-	2,070,965	4,905	-	2,075,871
Total Liabilities	308,217	76,050	-	-	55,915	16,051	2,106,192	5,600,804	23,825	8,187,055
FUND BALANCES										
Restricted:										
Capital Projects	-	3,893,082	-	-	-	-	(1,800,407)	-	3,898,206	5,990,881
Law Enforcement	-	-	77,091	32,085	-	-	-	-	-	109,176
Promotion of Tourism	(244,155)	-	-	-	-	-	-	-	-	(244,155)
Emergency Telephone Activities	-	-	-	-	-	(550,653)	-	-	-	(550,653)
Debt Service	-	-	-	-	-	-	-	(629,871)	-	(629,871)
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	53,638	-	-	-	-	53,638
Encumbrances	-	55,681	-	-	50,555	807,765	1,800,407	-	1,346,032	4,060,440
Unallocated	1,339,388	175,696	161,077	-	55,326	829,140	-	1,324,991	165,636	4,051,254
Total Fund Balances	1,095,233	4,124,459	238,168	32,085	159,519	1,086,252	-	695,120	5,409,873	12,840,709
Total Liabilities and Fund Balances	\$ 1,403,449	\$ 4,200,509	\$ 238,168	\$ 32,085	\$ 215,434	\$ 1,102,304	\$ 2,106,192	\$ 6,295,924	\$ 5,433,699	\$ 21,027,764

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended October 31, 2023

	Special Revenue								Total Non-major	
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 2,472,783	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ 2,472,783
Property tax	-	-	-	-	-	-	-	807,583	-	807,583
Charges for Service	-	-	-	-	103,120	706,220	-	-	-	809,340
Impact Fees	-	377,780	-	-	-	-	-	-	-	377,780
Forfeiture Income	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	40,379	-	-	-	667,694	-	-	708,073
Contributions & Donations	-	-	-	-	-	-	-	-	-	-
Investment Earnings (Loss)	10,683	34,634	-	-	884	11,819	-	13,094	45,405	116,519
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	2,483,466	412,414	40,379	-	104,004	718,039	667,694	820,677	45,405	5,292,078
EXPENDITURES:										
Tourism	1,081,728	-	-	-	-	-	-	-	-	1,081,728
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	-	-	-	25,591	-	415,390	-	-	440,981
Public Safety	-	-	80,734	3,076	12,031	2,094,103	-	-	-	2,189,944
Public Works	-	-	-	-	-	-	252,304	-	690,136	942,439
General Government	-	-	-	-	-	-	-	4,750	-	4,750
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	301,226	-	-	-	301,226
Interest	341,356	-	-	-	-	1,557	-	1,650,201	-	1,993,114
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	1,423,084	-	80,734	3,076	37,622	2,396,886	667,694	1,654,951	690,136	6,954,182
Excess (deficiency) of revenues over expenditures	1,060,381	412,414	(40,355)	(3,076)	66,382	(1,678,847)	0	(834,274)	(644,731)	(1,662,104)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(927,195)	-	-	-	-	-	-	-	1,316,667	389,471
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(927,195)	-	-	-	-	-	-	-	1,316,667	389,471
Net change in fund balances	133,186	412,414	(40,355)	(3,076)	66,382	(1,678,847)	0	(834,274)	671,936	(1,272,632)
Fund balances - beginning	962,046	3,712,045	278,523	35,160	93,137	2,765,099	-	1,529,394	4,737,937	14,113,342
Fund balances - ending	\$ 1,095,233	\$ 4,124,459	\$ 238,168	\$ 32,085	\$ 159,519	\$ 1,086,252	\$ 0	\$ 695,120	\$ 5,409,873	\$ 12,840,709

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
October 31, 2023

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,360,666
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	109,385
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,470,051</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,470,051</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	1,677
Accounts Payable/ Customer Credit Balances	14,171
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	503
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>16,351</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>16,351</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,453,700
Total Net Assets	<u>1,453,700</u>
Total Liabilities & Net Assets	<u>\$ 1,470,051</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended October 31, 2023

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 2,800,759
Misc Revenue	-
Total operating revenues	<u>2,800,759</u>
Operating expenses:	
Administration	5,395,211
Non-departmental	-
Total operating expenses	<u>5,395,211</u>
Operating Gain (loss)	(2,594,452)
Non-operating revenues (expenses):	
Investment earnings (Loss)	8,583
Total non-operating revenue (expenses)	<u>8,583</u>
Income (loss) before transfers	(2,585,870)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(2,585,870)
Total net assets-beginning	<u>10,940</u>
Total net assets-ending (net of encumbrances)	<u>(2,574,930)</u>
Adjustments to GAAP basis:	
Encumbrances	4,028,629
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,453,700</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of October 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2) 99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	8,297		15,403
	subtotal	\$ 118,700	\$ 103,297		\$ 15,403
(1) 99575100-395000	Carryforward Fund Balance	\$ 356,962	\$ -		\$ 356,962
	subtotal	\$ 356,962	\$ -		\$ 356,962
	Total	\$ 475,662	\$ 103,297		\$ 372,365
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	39,583	55,417	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	37,500	-	-
99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	10,000	-	10,000	-
	subtotal	\$ 195,948	\$ 77,083	\$ 65,417	\$ 53,448
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 12,000	\$ 3,592	\$ 6,000	\$ 2,408
(2) 99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	256	-	844
(2) 99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	1,200	78	-	1,122
(2) 99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	765	-	4,235
(2) 99575100-531230-C1535	Innovation Center Operations (Electricity)	4,400	1,363	-	3,037
	subtotal	\$ 23,700	\$ 6,054	\$ 6,000	\$ 11,646
99575100-579000	Reserve	\$ 256,014	\$ -	\$ -	\$ 256,014
	Total	\$ 475,662	\$ 83,137	\$ 71,417	\$ 321,108

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, revenues and/or expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of October 31, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 356,962		
Revenues collected to date			103,297		
Expenditures incurred to date			(83,137)		
Fund Balance			\$ 377,122		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 118,865		
Spendable (available for investment by the Board)			258,258		
			\$ 377,122		

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
October 31, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 377,146
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-

Total Assets	377,146
---------------------	----------------

LIABILITIES

Current Liabilities:

Accounts Payable	24
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	24

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	24

Fund Balance

Restricted	118,865
Unallocated	258,258
Total Fund Balance	377,122

Total Liabilities & Fund Balance	\$ 377,146
----------------------------------	-------------------

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended October 31, 2023

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 8,297
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	<u><u>103,297</u></u>
Expenditures	
Economic Development	132,500
Maintenance Contracts	9,592
Donation to private source	10,000
Utilities - Miscellaneous	2,461
Debt Service:	
Principal	-
Interest	-
Total Expenditures	<u><u>154,554</u></u>
Excess (deficiency) of revenues over (under) expenditures	(51,257)
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	(51,257)
Fund Balance, Beginning of Year	<u>356,962</u>
Encumbrances	71,417
Fund Balance, End of Year	<u><u>377,122</u></u>





STAFF REPORT

Department: Legal
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

Ratification of Consent Order and Final Judgment: Parcel 32 of McGinnis Ferry Road Widening Project
*Council Ratification of Consent Order and Final Judgment regarding Civil Action File Number 2022CV364158 in the amount of \$37,400.00 regarding **Parcel #32 of the McGinnis Ferry Road Widening Project (PI #0004634)** (Owners: Myriam Denis, Mortgage Electronic Registration Systems, Inc., & Windward HOA).*

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City Attorney's Office obtained settlement authority during executive session on May 1st, 2023. The Parties reached a settlement. A Consent Order and Final Judgment was subsequently entered on December 5th, 2023. Pursuant to the Consent Order and Final Judgment, an additional \$18,500.00 has been requested from the City and will be deposited into the Fulton County Court Registry for further processing.

ALTERNATIVES:

ATTACHMENTS:

1. Consent Order and Final Judgment McGinnis Ferry Road Widening Parcel 32

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CITY OF ALPHARETTA, GEORGIA,

Condemnor,

v.

0.018 ACRES OF FEE SIMPLE RIGHT OF WAY; 605.89 SQUARE FEET OF PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITIES REQUIRED; MYRIAM DENIS; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NATIONSTAR MORTGAGE, LLC d/b/a GREENLIGHT LOANS; NATIONSTAR MORTGAGE, LLC, d/b/a GREENLIGHT LOANS; WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.; HON. ARTHUR E. FERDINAND, Tax Commissioner of Fulton County, Georgia; and, HON. KENYA M. JOHNSON, Probate Court Judge, Fulton County, Georgia,

Condemnees.

CIVIL ACTION FILE NO.:
2022CV364158

IN REM

JUDGE URAL GLANVILLE

CONSENT ORDER AND FINAL JUDGMENT

The above-styled case is before the Court pursuant to the consent of Condemnees Myriam Denis; Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia; Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia; Windward Community Services Association, Inc.; Mortgage Electronic Registration Systems, Inc., as nominee for Nationstar Mortgage, LLC d/b/a Greenlight Loans; Nationstar Mortgage, LLC d/b/a Greenlight Loans (“Condemnees”); and Condemnor City of Alpharetta, Georgia (“Condemnor”).

WHEREAS, Pursuant to O.C.G.A. § 32-3-1 et seq., Condemnor acquired certain property and property rights as are more particularly described in the Petition and Declaration of Taking,

filed with the Clerk of Fulton County Superior Court on May 3, 2022; and,

WHEREAS, Condemnor previously deposited the sum of Eighteen Thousand Nine Hundred and 00/100 Dollars (\$18,900.00) into the Registry of the Clerk of Superior Court of Fulton County as the Condemnor's estimate of just and adequate compensation for the property rights acquired on the date of filing; and,

WHEREAS, all parties having an interest in the property condemned have been served according to law; and,

WHEREAS, Condemnee Myriam Denis timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Condemnee Windward Community Services Association, Inc. timely filed a Notice of Appeal contesting the amount of just and adequate compensation or a claim for any interest in the condemnation proceedings; and,

WHEREAS, Mortgage Electronic Registration Systems, Inc., as nominee for Nationstar Mortgage, LLC d/b/a Greenlight Loans, and Nationstar Mortgage, LLC d/b/a Greenlight Loans filed an Answer and Affirmative Defenses and Notice of Claim; and,

WHEREAS, Condemnees Honorable Arthur E. Ferdinand, Tax Commissioner of Fulton County, Georgia and Honorable Kenya M. Johnson, Probate Court Judge, Fulton County, Georgia timely filed an Answer; and,

WHEREAS, no other party has made a claim for or appealed the estimate of just and adequate compensation or has otherwise challenged Condemnor's right to acquire the property rights acquired in the instant action; and,

WHEREAS, the undersigned parties desire to reach a full and final settlement of the instant action, including a final determination of all issues raised or which could have been raised in the case; and,

WHEREAS, Condemnor and Condemnees have stipulated and agreed that the total sum of Thirty-Seven Thousand Four Hundred and 00/100 Dollars (\$37,400.00) (hereinafter “Total Just and Adequate Compensation”) constitutes total just and adequate compensation for all of the property, rights, and interests acquired or damaged by the acquisition of the property set forth in the Declaration of Taking; and,

WHEREAS, of the Total Just and Adequate Compensation, Condemnee Myriam Denis claims entitlement to the sum of Twenty-Five Thousand Two Hundred and 00/100 Dollars (\$25,200.00) as just and adequate compensation for their property, rights, and interests acquired from or damaged by the acquisition of the property from them; and,

WHEREAS, of the Total Just and Adequate Compensation, Condemnee Mortgage Electronic Registration Systems, Inc., as nominee for Nationstar Mortgage, LLC d/b/a Greenlight Loans, and Nationstar Mortgage, LLC d/b/a Greenlight Loans claim entitlement to the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as just and adequate compensation for their property, rights, and interests acquired from or damaged by the acquisition of the property from them; and,

WHEREAS, of the Total Just and Adequate Compensation, Condemnee Windward Community Services Association, Inc. claims entitlement to the sum of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) as just and adequate compensation for their property, rights, and interests acquired from or damaged by the acquisition of the property from them; and,

WHEREAS, Condemnor asserts no interest in determination as to which party is entitled to any portion of the award of total just and adequate compensation established hereby (see, O.C.G.A. §22-2-139); and,

WHEREAS, Condemnees wish to accept the total amount of Thirty-Seven Thousand Four Hundred and 00/100 Dollars (\$37,400.00) in full settlement of the property rights condemned in this matter and forever waive any and all further compensation, claims, and damages that may have been brought by Condemnees in this proceeding; and,

NOW, THEREFORE, it is hereby Ordered and Adjudged as follows:

1.

That just and adequate compensation due to Condemnees, for the acquisition of the property rights including the land acquired by virtue of this action, is Thirty-Seven Thousand Four Hundred and 00/100 Dollars (\$37,400.00) and Judgment is hereby entered on that amount.

2.

That Condemnor shall pay into the registry of the Court, and the Clerk of the Superior Court shall accept from Condemnor and deposit into the registry of the Court, the sum of Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00).

3.

Following deposit of the funds as set forth above, The Clerk of the Superior Court shall disburse funds held in the registry of the Court, including any applicable interest, as set forth below:

- (a) a check in the amount of Twenty-Five Thousand Two Hundred and 00/100 Dollars (\$25,200.00) to Condemnee Myriam Denis, made payable to Myriam Denis and mailed to: 4935 Tidewater Way, Alpharetta, Georgia 30005;

- (b) a check in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to Condemnee Mortgage Electronic Registration Systems, Inc., as nominee for Nationstar Mortgage, LLC d/b/a Greenlight Loans, and Nationstar Mortgage, LLC d/b/a Greenlight Loans, made payable to McCalla Raymer Leibert Pierce, LLC, reference: Denis / 22-10269GA, and mailed to: McCalla Raymer Leibert Pierce, LLC, Attn: Will Tate / 22-10269GA, 1544 Old Alabama Road, Roswell, Georgia 30076-2102; and
- (c) a check in the amount of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) to Condemnee Windward Community Services Association, Inc. made payable to Parker Poe Adams & Bernstein LLP Trust Account, Counsel for Condemnee and mailed to: Parker Poe Adams & Bernstein LLP, c/o Elizabeth R. Story, 1075 Peachtree Street, N.E., Suite 1500, Atlanta, Georgia 30309.

4.

That upon payment and distribution of the funds as set forth above, the matter shall be concluded, and the file shall be closed.

SO ORDERED, this 5th day of December, 2023.



THE HONORABLE URAL GLANVILLE
SUPERIOR COURT OF FULTON COUNTY
ATLANTA JUDICIAL CIRCUIT

[CONTINUED FROM THE PREVIOUS PAGE]

Prepared and consented to by:
JARRARD & DAVIS, LLP

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743
(by Will Tate with express permission)

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Cumming, GA 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
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ppatel@jarrard-davis.com
Attorneys for Condemnor
The City of Alpharetta, Georgia

Consented to by:
**PARKER POE ADAMS & BERNSTEIN
LLP**

/s/ Elizabeth R. Story
Elizabeth R. Story
Georgia Bar No. 275637
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Georgia Bar No. 202527
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elizabethstory@parkerpoe.com
ashlynnhutton@parkerpoe.com
jasmynjackson@parkerpoe.com
Attorneys for Condemnee Windward
Community Services Association, Inc.

Consented to by:

/s/ Myriam Denis
Myriam Denis
(by Will Tate with express permission)

4935 Tidewater Way
Alpharetta, GA 30005
mbdenis@comcast.net
Condemnee

Consented to by:
**MCCALLA RAYMER LEIBERT
PIERCE, LLC**

/s/ William O. Tate
William O. Tate
Georgia Bar No. 311044

1544 Old Alabama Road
Roswell, Georgia 30076
(678) 281-6473 – Direct Telephone
(678)-302-9934 – Direct Facsimile
william.tate@mccalla.com
Attorneys for Condemnee Mortgage Electronic
Registration Systems, Inc., as nominee for
Nationstar Mortgage, LLC d/b/a Greenlight
Loans, and Nationstar Mortgage, LLC d/b/a
Greenlight Loans



STAFF REPORT

Department: Administration
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

Conflict Waiver: City of Milton and City of Alpharetta for Big Creek Greenway Connection Project

Consideration of approval of a Waiver of Conflict between the City of Milton and the City of Alpharetta, Georgia for the purposes of the Big Creek Greenway Connection Project and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve this conflict waiver, as part of the Consent Agenda.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Milton is managing the Big Creek Greenway Connection Project from Bethany Bend Road to Morris Road, and the City of Alpharetta owns one parcel that is impacted by this project (the entrance to Alpharetta's North Park).

If approved, this conflict waiver will allow Jarrard and Davis to continue to represent the City of Alpharetta, while also representing the City of Milton, as it relates to the Big Creek Greenway Connection Project.

ALTERNATIVES:

Do not approve the Conflict Waiver and retain outside legal counsel.

ATTACHMENTS:

1. Conflict Waiver + Milton + Big Creek Greenway

WAIVER OF CONFLICT

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

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

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

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

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

WHEREAS, Milton is managing its Big Creek Greenway Connection Project from Bethany Bend Road to Morris Road (P.I. No. 0015078) (the “Big Creek Greenway Connection Project”); and

WHEREAS, one real property parcel impacted by the Big Creek Greenway Connection Project is owned by Alpharetta, such parcel having assigned tax parcel number 22 510009670011, with situs address at 13450 Cogburn Road (entrance to Alpharetta’s North Park); and

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

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

associated with the same; and

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

NOW THEREFORE, in light of the above, the governing bodies of Milton and Alpharetta, having considered this issue, do hereby resolve as follows:

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

(signature page follows)

Effective between the Parties this _____ day of _____, 2023.

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

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

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

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: December 4, 2023

AGENDA ITEM:

Partnered Athletic League Facility Use Agreements & Partnership Renewals

Consideration and approval to renew annual agreements with the City of Alpharetta's Recreation, Parks, and Cultural Services Department five partnered athletic associations (Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., North Atlanta Football League, Inc., and Alpharetta Phoenix Rugby (Atlanta Youth Rugby), Inc.).

STAFF RECOMMENDATION:

Approve, as written, the 2024 facility use agreements between the City of Alpharetta and the Alpharetta Youth Baseball Association, the Alpharetta Girls Youth Softball Association, Inc., the Alpharetta Ambush Soccer Club, Inc., the North Atlanta Football League, and Alpharetta Phoenix Rugby, Inc. respectively and to authorize the mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: WHILE THERE IS NOT A SPECIFIC FISCAL APPROPRIATION FOR THIS ITEM, ASSOCIATIONS ARE REQUIRED TO CALCULATE A REGISTRATION FEE FOR PROGRAM PARTICIPANTS THAT WILL COVER PROGRAM EXPENSES, THE ASSOCIATION'S OPERATIONS, AND THE CITY'S COST TO MAINTAIN AND REPAIR THE FIELDS AND FACILITIES USED TO FACILITATE THE PROGRAM. NON-RESIDENT FEES WILL APPLY FOR OUT OF CITY PARTICIPANTS.

THE FISCAL IMPACT ON THE CITY WOULD BE THE COST TO REPAIR OR MAINTAIN THE FIELD AND FACILITIES. HOWEVER, THIS EXPENSE IS BUDGETED INTO THE REGISTRATION FEE. ANY REVENUE GENERATED FROM NON-RESIDENT PARTICIPANT FEES IN THE ASSOCIATION PROGRAMS.

APPROPRIATIONS:

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

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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ITEM DESCRIPTION:

BACKGROUND:

The City of Alpharetta's has worked diligently to cultivate park settings conducive for a multitude of uses. Parks

offer not only playgrounds, walking trails, and a setting for leisure activities but also fields and facilities favorable for recreational and competitive sports.

Recognizing the well-maintained park amenities offered to residents, several Alpharetta and North Fulton based athletic associations have connected with the City of Alpharetta to develop a mutually beneficial agreement for the usage of the fields and facilities throughout the City's park system. In exchange for a location in which to conduct athletics, the organizations would offer and facilitate high quality athletic leagues for the community.

The Department of Recreation, Parks & Cultural Services staff believed that such an agreement could benefit all. The City would easily be able to maintain park fields and facilities and the organizations would have the skillset and bandwidth to offer exceptional athletic leagues for residents thereby enhancing and expanding the City's current offerings of sports programs. Under the notion that an agreement would be in effect for one year, the City could then assess an organization's integrity and popularity of the program and determine if a renewed agreement should be considered.

YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENTS (2024):

Currently, the City of Alpharetta Recreation, Parks & Cultural Services Department partners with five Youth Athletic Associations. The youth athletic league programs operate in Wills Park, Webb Bridge Park, North Park, and the Innovation Academy Sports Complex.

Staff have found the following associations are in good standing with the department and recommend renewal of each of their facility use agreements for calendar year 2024:

- Alpharetta Youth Baseball Association
- Alpharetta Girls Youth Softball Association, Inc.
- Alpharetta Ambush Soccer Club, Inc.
- North Atlanta Football League
- Phoenix Rugby

Under the agreements attached hereto, the City of Alpharetta would continue to permit each of the youth athletic associations usage of park fields and facilities for the operation of high-quality youth athletic leagues for Alpharetta citizens.

RECOMMENDATION EXPLANATION:

Staff recommends approval by City Council. If the Mayor and Council agree and approve, staff will direct Alpharetta Ambush Youth Soccer Club, Inc., Alpharetta Youth Baseball Association, Inc., Alpharetta Youth Girls Softball Association, Inc., North Atlanta Football League, Inc., and Alpharetta Phoenix Rugby (Atlanta Youth Rugby), Inc. to proceed with their 2024 Spring, Summer & Fall seasons.

ALTERNATIVES:

There are two alternatives to this recommendation:

1. To deny approval of any one or more of the facility use agreements between the City of Alpharetta and the five associations and task the Department of Recreation, Parks, and Cultural Services staff with developing new facility use agreements with additional modifications set for by City Council.
2. To deny approval of any one or more of the facility use agreements between the City of Alpharetta and the five associations and require cessation of the respective youth athletic association's program in City parks.

ATTACHMENTS:

1. Individual partnered athletic association facility use agreements available under C.1-4 agenda items.



Youth Athletic Associations



North Atlanta
Football League



Alpharetta Youth
Baseball Association



Alpharetta Youth
Softball Association



Alpharetta Ambush Soccer Club

Organizational Requirements & Facility Use Agreement 2024

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John's Creek MOU- December 2022*

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**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013 by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association ("Association") and to operate on City of Alpharetta ("City") property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to insure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association's assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. NON-PROFIT STATUS

Each Association must register with the Secretary of State's office as a non-profit organization. Proof of current non-profit status must be on file with Alpharetta Recreation, Parks and Cultural Services ("Department").

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors ("Board") shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of sixty percent (60%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

Recreation Commission ("Commission") must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections.

Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the

Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of

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Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long- term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed, but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up.

Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic,

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camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- A. Addition/elimination of any age or skill level
- B. Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- C. Association by-laws
- D. Board structure and composition

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E. Schedule of fees for participants

F. Anything that would be in direct conflict with existing City/Department policies.

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the

Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- A. Association Board and members only
- B. Department Director or his/her designee
- C. Recreation Commission Sub-Committees
- D. Alpharetta Recreation Commission
- E. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefiting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City park environment (i.e., alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

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REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at anytime, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible for selecting qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

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Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents, and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

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5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans With Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible for reporting any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players

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foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

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11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These

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agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident.

Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e. ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history

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background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association.

The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an

organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the "Heads Up – Concussion in Youth Sports" program offered by the CDC. The following is a link to the program:

http://www.cdc.gov/concussion/HeadsUp/online_training.html.

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It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms, and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department's policies and procedures is available upon request.

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FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, except for disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for ensuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free daily. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or oversees a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

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PARK & FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible for providing this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible for reporting any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all light turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

Director

Morgan Rodgers, CPRP	678-297-6103	mrodgers@alpharetta.ga.us
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Administrative Office Coordinator

Amber O'Dwyer	678-297-6104	aodwyer@alpharetta.ga.us
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Projects Manager

Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
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Wills Park Manager

Park Facilities, Equestrian Center

Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
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Parks Services Manager

Park Supervisors, Greenway

Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
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Park Supervisor II

Barry Pike (Wills Park)	678-297-6125	bpik@alpharetta.ga.us
Chris Anderson, CPSI, CPO (North Park)	770-751-7840	canderson@alpharetta.ga.us
Nate Hand, CPSI (Webb Bridge)	770-751-7841	nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
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Community Services Manager

Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
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Marketing Coordinator

Deanna McKay		dmckay@alpharetta.ga.us
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Cultural Arts Services Manager

Kim Manning	678-297-6078	kmanning@alpharetta.ga.us
Alpharetta Arts Center	678-297-6135	arts@alpharetta.ga.us

Recreation Services Manager

Christine Young	678-297-6154	cyoung@alpharetta.ga.us
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Recreation Centers/Program Areas

General Information	678-297-6100	recreation@alpharetta.ga.us
Athletics Supervisor	678-297-616363	athleticprograms@alpharetta.ga.us
Alpharetta Community Center (Wills Park)	678-297-6100	accprograms@alpharetta.ga.us
Alpharetta Adult Activity Center (North Park)	678-297-6140	activeadults@alpharetta.ga.us
Wills Park Recreation Center (Wills Park)	678-297-6130	wprcprograms@alpharetta.ga.us
Wills Park Pool, Aquatics and Wellness	678-297-6153	aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ACCIDENT / INCIDENT REPORT FORM**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	UNDER AGE 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____

(Print name)

Signature

Date

Person completing form _____

Day phone

Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident Fax or email completed form to **Safety/Risk Administrator at 678-297-6292 or osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR

DESCRIPTION	DUE*	DONE
Proof of Non-profit status submitted to ARPCS	On file each year	
Current Association by-laws to ARPCS	On file each year	
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	
Open election of Board of Directors	On file each year	
Annual membership meeting	Annually	
Coach Background Check Consent Forms	Annually	
Signed Facility Use Agreement	Annually	
Financial Statements – to include the following:	Annually	
1. Summary of operating budget, income, and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS	30 days before elections	
List of elected officers to ARPCS	One month after elections	
Rosters to ARPCS	End of registration period	
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	

REQUIRED AFTER THE SEASON ENDS

DESCRIPTION	DUE*	DONE
Participant Evaluation Summary to ARPCS	2 months after each season	
Payment of Non-Resident Fees to City	3 months after each season	
List of Certified Coaches to ARPCS	Provide upon request	

REQUIRED SEASONALLY/AS NEEDED

DESCRIPTION	DUE*	DONE
List of key holders to ARPCS	Update as necessary	
Accident/Incident Reports	As necessary	
Copy of Coach Complaint to ARPCS	As necessary	
Information for ARPCS promotions	TBD by ARPCS	

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

This agreement, made this ____th day of December 2023, is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia, 30009 ("City"), and the Atlanta Youth Rugby Inc, DBA Phoenix Rugby, a domestic non-profit corporation located at 1531 N Morningside Drive NE, Atlanta, GA 30306 ("Association"). The City and the Association are sometimes referred to in this agreement collectively as the "Parties".

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2024. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the Parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at North Park and Innovation Sports Complex. This agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules, and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.
12. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

ASSOCIATION NAME: Atlanta Youth Rugby, Inc. DBA Phoenix Rugby

ADDRESS: 1531 N Morningside Drive NE

CITY/STATE/ZIP: Atlanta, GA 30306

PHONE: 704.996.3522

WEBSITE: www.atlantayouthrugby.com

EMAIL: suzzanne@atlantayouthrugby.com

CITY: Alpharetta Recreation, Parks & Cultural Services

Attn: Tyler Spinnenweber

2 Park Plaza

Alpharetta, GA 30009

678.297.6163

tspinnenweber@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Manager for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the Parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.

22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

(remainder of page intentionally left blank)

(signatures to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ATLANTA YOUTH RUGBY, INC. DBA
PHOENIX RUGBY**

CITY OF ALPHARETTA, GEORGIA

By:

Anthony Forbes-Roberts, CEO

By:

Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By:

Suzzanne Slaughter, Secretary

By:

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

2024 Facility Use Agreement

Annual Association Schedule (attachment)

FIELD SPACE ALLOCATION FOR 2024

Field space at Innovation Complex and North Park will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities included but not limited to, team practices, games, end of season tournaments, player clinics, coach clinics, referee clinics, camps, and tournaments solely by the Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

SPRING SEASON - January 10th, 2024 - May 2nd, 2024:

- North Park Turf 1 on Wednesday's from 7:00pm-8:30pm
- North Park Turf 1 & 2 on Saturday, April 24th for Georgia Youth Rugby Day
- Camps, clinics, and tournaments are TBD based on field availability.

FALL SEASON - September 11th, 2024 - December 11th, 2024:

- Lower field at Innovation Athletic Complex on Wednesday's from 7:00pm-8:30pm
- Camps, Clinics, and tournaments are TBD based on field availability.
- Additional tournaments and events may be added after the execution of this use agreement.

Invoicing Schedule

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL, Phoenix Rugby	Sept.-Nov.	Mid-January	Mid-March
Winter				
Spring	AYBA, AYSA, Ambush Travel, Phoenix Rugby	Mar.-May	Mid-July	Mid- September

Residents on rosters will be verified per the MOU for each Association.

Phoenix Rugby: Residents - Alpharetta Recreational Only

This fee shall be paid for each athletic season held each year (fall, winter, spring and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS:

Each team roster must be verified by Department staff before a team can officially form. Teams that do not need the minimum requirement will not be permitted to use City facilities for practices and games.

To check residency: <https://alphagis.alpharetta.ga.us/alphagis/>

2024 Phoenix Rugby Contact

Contact Name/Title: Erik Saxon
Email: erik8saxon@gmail.com
Phone: 704-996-3522

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

HOME

BUSINESS INFORMATION

Business Name: Atlanta Youth Rugby, Inc.

Control Number: 13455710

Business Type: Domestic Nonprofit Corporation

Business Status: Active/Compliance

Business Purpose: NONE

Principal Office Address: 1531 N Morningside Drive NE, Atlanta, GA, 30306, USA

Date of Formation / Registration Date: 9/30/2013

State of Formation: Georgia

Last Annual Registration Year: 2023

REGISTERED AGENT INFORMATION

Registered Agent Name: Anthony Forbes-Roberts

Physical Address: 1531 N Morningside Dr NE, Atlanta, GA, 30306, USA

County: Fulton

OFFICER INFORMATION

Name	Title	Business Address
Anthony Forbes-Roberts	CEO	1531 N Morningside Dr NE, Atlanta, GA, 30306, USA
Stephen Anderson	CFO	1150 St. Augustine Place, Atlanta, GA, 30306, USA
Suzanne Slaughter	Secretary	135 Lake Park Drive, Sharpsburg, GA, 30277, USA

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Filing History

Name History

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Youth Athletic Associations



North Atlanta
Football League



Alpharetta Youth
Baseball Association



Alpharetta Youth
Softball Association



Alpharetta Ambush Soccer Club

Organizational Requirements & Facility Use Agreement 2024

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John's Creek MOU- December 2022*

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**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013 by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to insure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. NON-PROFIT STATUS

Each Association must register with the Secretary of State’s office as a non-profit organization. Proof of current non-profit status must be on file with Alpharetta Recreation, Parks and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of sixty percent (60%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections.

Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the

Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES

Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long- term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed, but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up.

Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic,

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camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- A. Addition/elimination of any age or skill level
- B. Addition/elimination of any component of overall program content (i.e., cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- C. Association by-laws
- D. Board structure and composition

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E. Schedule of fees for participants

F. Anything that would be in direct conflict with existing City/Department policies.

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the

Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- A. Association Board and members only
- B. Department Director or his/her designee
- C. Recreation Commission Sub-Committees
- D. Alpharetta Recreation Commission
- E. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefitting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City park environment (i.e., alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

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REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at anytime, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible for selecting qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

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Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents, and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

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5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans With Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible for reporting any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to

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exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

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11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent

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facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident.

Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e. ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a

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team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association.

The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an

organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the "Heads Up – Concussion in Youth Sports" program offered by the CDC. The following is a link to the program:

http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk

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activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department's policies and procedures is available upon request.

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YOUTH ATHLETIC ASSOCIATION
FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, except for disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for ensuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free daily. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or oversees a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
PARK & FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible for providing this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible for reporting any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all light turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

Director

Morgan Rodgers, CPRP	678-297-6103	mrodgers@alpharetta.ga.us
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Administrative Office Coordinator

Amber O'Dwyer	678-297-6104	aodwyer@alpharetta.ga.us
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Projects Manager

Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
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Wills Park Manager

Park Facilities, Equestrian Center

Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
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Parks Services Manager

Park Supervisors, Greenway

Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
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Park Supervisor II

Barry Pike (Wills Park)	678-297-6125	bpik@alpharetta.ga.us
Chris Anderson, CPSI, CPO (North Park)	770-751-7840	canderson@alpharetta.ga.us
Nate Hand, CPSI (Webb Bridge)	770-751-7841	nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
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Community Services Manager

Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
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Marketing Coordinator

Deanna McKay		dmckay@alpharetta.ga.us
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Cultural Arts Services Manager

Kim Manning	678-297-6078	kmanning@alpharetta.ga.us
Alpharetta Arts Center	678-297-6135	arts@alpharetta.ga.us

Recreation Services Manager

Christine Young	678-297-6154	cyoung@alpharetta.ga.us
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Recreation Centers/Program Areas

General Information	678-297-6100	recreation@alpharetta.ga.us
Athletics Supervisor	678-297-616363	athleticprograms@alpharetta.ga.us
Alpharetta Community Center (Wills Park)	678-297-6100	accprograms@alpharetta.ga.us
Alpharetta Adult Activity Center (North Park)	678-297-6140	activeadults@alpharetta.ga.us
Wills Park Recreation Center (Wills Park)	678-297-6130	wprcprograms@alpharetta.ga.us
Wills Park Pool, Aquatics and Wellness	678-297-6153	aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ACCIDENT / INCIDENT REPORT FORM**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	UNDER AGE 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____

(Print name)

Signature

Date

Person completing form _____

Day phone

Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident Fax or email completed form to **Safety/Risk Administrator at 678-297-6292 or osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR

DESCRIPTION	DUE*	DONE
Proof of Non-profit status submitted to ARPCS	On file each year	
Current Association by-laws to ARPCS	On file each year	
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	
Open election of Board of Directors	On file each year	
Annual membership meeting	Annually	
Coach Background Check Consent Forms	Annually	
Signed Facility Use Agreement	Annually	
Financial Statements – to include the following:	Annually	
1. Summary of operating budget, income, and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS	30 days before elections	
List of elected officers to ARPCS	One month after elections	
Rosters to ARPCS	End of registration period	
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	

REQUIRED AFTER THE SEASON ENDS

DESCRIPTION	DUE*	DONE
Participant Evaluation Summary to ARPCS	2 months after each season	
Payment of Non-Resident Fees to City	3 months after each season	
List of Certified Coaches to ARPCS	Provide upon request	

REQUIRED SEASONALLY/AS NEEDED

DESCRIPTION	DUE*	DONE
List of key holders to ARPCS	Update as necessary	
Accident/Incident Reports	As necessary	
Copy of Coach Complaint to ARPCS	As necessary	
Information for ARPCS promotions	TBD by ARPCS	

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

This agreement, made this ____th day of December 2023, is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia, 30009 ("City"), and the Alpharetta Ambush Soccer Club, Inc., a domestic non-profit corporation located at 10945 State Bridge Road, Suite 401-313, Alpharetta, GA 30022, ("Association"). The City and the Association are sometimes referred to in this agreement collectively as the "Parties".

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2024. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the Parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at Webb Bridge Park and Innovation Sports Complex. This agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules, and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.
12. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

ASSOCIATION NAME: Alpharetta Ambush Soccer Club, Inc.
ADDRESS: 10945 State Bridge Road, Suite 401-313
CITY/STATE/ZIP: Alpharetta, GA 30022
PHONE: 678-353-4027
WEBSITE: www.alpharettaambush.org
EMAIL: ambushsc@info.com

CITY: Alpharetta Recreation, Parks & Cultural Services
Attn: Tyler Spinnenweber
2 Park Plaza
Alpharetta, GA 30009
678.297.6163
tspinnenweber@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Manager for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the Parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.

22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

(remainder of page intentionally left blank)

(signatures to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA AMBUSH SOCCER CLUB,
INC.**

CITY OF ALPHARETTA, GEORGIA

By:

Doug Yearwood, President

By:

Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By:

Kim Konopka, Secretary

By:

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

2024 Facility Use Agreement

Annual Association Schedule (attachment)

MOU WITH CITY OF JOHNS CREEK

The City of Alpharetta Mayor and Council Members approved a resolution to enter into memorandum of understandings (MOU's) with the City of Johns Creek. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational soccer program. The MOU also allows residents of each partner city to register for the other city's recreational soccer program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2024 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2024

Field space at Webb Bridge Park and Innovation Sports Complex will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, referee clinics, camps, and tournaments organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

SPRING SEASON – January 1, 2024 – May 19, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to spring season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 20, 2024 – July 28, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to summer season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

FALL SEASON – July 29, 2024 – December 1, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- North Park Field 1 or 2 dependent upon availability.
- EXCEPTION to fall season field usage is as follows:
 - Additional tournaments and events may be added after the execution of this use agreement.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A

- Upon the conclusion of the Fall season, the City of Alpharetta will commence with turf installment of the upper field at Webb Bridge Park. City will coordinate with Ambush on exact dates.

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL, Phoenix Rugby	Sept.-Nov.	Mid-January	Mid- March
Winter				
Spring	AYBA, AYSA, Ambush Travel, Phoenix Rugby	Mar.-May	Mid-July	Mid-September
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS:

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

2024 AMBUSH Contact

Name/Title: Doug Yearwood, President

Email: dyearwood2@comcast.net

Phone: 678-353-4027

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES YOUTH ATHLETIC ASSOCIATION FACILITY USE AGREEMENT



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

HOME

BUSINESS INFORMATION

Business Name: **ALPHARETTA AMBUSH SOCCER CLUB, INC.**

Business Type: **Domestic Nonprofit Corporation**

Business Purpose: **NONE**

Principal Office Address: **10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA**

State of Formation: **Georgia**

Control Number: **0638727**

Business Status: **Active/Compliance**

Date of Formation / Registration Date: **5/4/2006**

Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Thomas OConnor**

Physical Address: **12145 Magnolia Circle, Alpharetta, GA, 30005, USA**

County: **Fulton**

OFFICER INFORMATION

Name	Title	Business Address
Doug Yearwood	CEO	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA
Kimberly Konopka	Secretary	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA
Thomas O'Connor	CFO	10945 State Bridge Rd., Suite 401-315, Alpharetta, GA, 30022, USA

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Name History

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Youth Athletic Associations



North Atlanta
Football League



Alpharetta Youth
Baseball Association



Alpharetta Youth
Softball Association



Alpharetta Ambush Soccer Club

Organizational Requirements & Facility Use Agreement 2024

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John's Creek MOU- December 2022*

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**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013 by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to insure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. NON-PROFIT STATUS

Each Association must register with the Secretary of State’s office as a non-profit organization. Proof of current non-profit status must be on file with Alpharetta Recreation, Parks and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of sixty percent (60%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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ORGANIZATIONAL GUIDELINES**

Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections.

Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the

Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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ORGANIZATIONAL GUIDELINES**

Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided).

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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ORGANIZATIONAL GUIDELINES

Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long- term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up.

Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic,

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camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- A. Addition/elimination of any age or skill level
- B. Addition/elimination of any component of overall program content (i.e. cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- C. Association by-laws
- D. Board structure and composition

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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E. Schedule of fees for participants

F. Anything that would be in direct conflict with existing City/Department policies.

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the

Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- A. Association Board and members only
- B. Department Director or his/her designee
- C. Recreation Commission Sub-Committees
- D. Alpharetta Recreation Commission
- E. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefiting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City park environment (i.e., alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at anytime, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible for selecting qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

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Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans With Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible for reporting any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players

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foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

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11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent

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facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident.

Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e. ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a

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team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association.

The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an

organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the "Heads Up – Concussion in Youth Sports" program offered by the CDC. The following is a link to the program:

http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk

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activities, trainers, parents, and participants of the signs, symptoms, and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department's policies and procedures is available upon request.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, except for disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for ensuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free daily. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or oversees a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
PARK & FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible for providing this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible for reporting any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all light turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

Director

Morgan Rodgers, CPRP	678-297-6103	mrodgers@alpharetta.ga.us
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Administrative Office Coordinator

Amber O'Dwyer	678-297-6104	aodwyer@alpharetta.ga.us
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Projects Manager

Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
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Wills Park Manager

Park Facilities, Equestrian Center

Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
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Parks Services Manager

Park Supervisors, Greenway

Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
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Park Supervisor II

Barry Pike (Wills Park)	678-297-6125	bpike@alpharetta.ga.us
Chris Anderson, CPSI, CPO (North Park)	770-751-7840	canderson@alpharetta.ga.us
Nate Hand, CPSI (Webb Bridge)	770-751-7841	nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
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Community Services Manager

Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
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Marketing Coordinator

Deanna McKay		dmckay@alpharetta.ga.us
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Cultural Arts Services Manager

Kim Manning	678-297-6078	kmanning@alpharetta.ga.us
Alpharetta Arts Center	678-297-6135	arts@alpharetta.ga.us

Recreation Services Manager

Christine Young	678-297-6154	cyoung@alpharetta.ga.us
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Recreation Centers/Program Areas

General Information	678-297-6100	recreation@alpharetta.ga.us
Athletics Supervisor	678-297-616363	athleticprograms@alpharetta.ga.us
Alpharetta Community Center (Wills Park)	678-297-6100	accprograms@alpharetta.ga.us
Alpharetta Adult Activity Center (North Park)	678-297-6140	activeadults@alpharetta.ga.us
Wills Park Recreation Center (Wills Park)	678-297-6130	wprcprograms@alpharetta.ga.us
Wills Park Pool, Aquatics and Wellness	678-297-6153	aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ACCIDENT / INCIDENT REPORT FORM**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	UNDER AGE 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____

(Print name)

Signature

Date

Person completing form _____

Day phone

Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident Fax or email completed form to **Safety/Risk Administrator at 678-297-6292 or osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR

DESCRIPTION	DUE*	DONE
Proof of Non-profit status submitted to ARPCS	On file each year	
Current Association by-laws to ARPCS	On file each year	
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	
Open election of Board of Directors	On file each year	
Annual membership meeting	Annually	
Coach Background Check Consent Forms	Annually	
Signed Facility Use Agreement	Annually	
Financial Statements – to include the following:	Annually	
1. Summary of operating budget, income, and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS	30 days before elections	
List of elected officers to ARPCS	One month after elections	
Rosters to ARPCS	End of registration period	
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	

REQUIRED AFTER THE SEASON ENDS

DESCRIPTION	DUE*	DONE
Participant Evaluation Summary to ARPCS	2 months after each season	
Payment of Non-Resident Fees to City	3 months after each season	
List of Certified Coaches to ARPCS	Provide upon request	

REQUIRED SEASONALLY/AS NEEDED

DESCRIPTION	DUE*	DONE
List of key holders to ARPCS	Update as necessary	
Accident/Incident Reports	As necessary	
Copy of Coach Complaint to ARPCS	As necessary	
Information for ARPCS promotions	TBD by ARPCS	

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

This agreement, made this ____th day of December 2023, is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia, 30009 ("City"), and the Alpharetta Girls Youth Softball Association, Inc., a domestic non-profit corporation located at 5665 Atlanta, Hwy, Ste. 103-141, Alpharetta, GA 30004 ("Association"). The City and the Association are sometimes referred to in this agreement collectively as the "Parties".

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on August 25, 2024. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the Parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at North Park. This agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules, and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.
12. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

ASSOCIATION NAME: Alpharetta Girls Youth Softball Association, Inc.

ADDRESS: 5665 Atlanta Hwy., Ste. 103-141

CITY/STATE/ZIP: Alpharetta, GA 30004

PHONE: 678.602.0875

WEBSITE: www.alpharettasoftball.com

EMAIL: aysacommissioner@gmail.com

CITY: Alpharetta Recreation, Parks & Cultural Services
Attn: Tyler Spinnenweber
2 Park Plaza
Alpharetta, GA 30009
678.297.6163
tspinnenweber@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Manager for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the Parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.

22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

(remainder of page intentionally left blank)

(signatures to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA GIRLS YOUTH SOFTBALL
ASSOCIATION, INC.**

CITY OF ALPHARETTA, GEORGIA

By:

Sean Cunningham, CEO

By:

Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By:

Mary Sandefur, Secretary

By:

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

2024 Facility Use Agreement

Annual Association Schedule (attachment)

MOU WITH CITIES OF JOHNS CREEK & MILTON

The City of Alpharetta Mayor and Council Members approved a resolution to enter memorandum of understandings (MOU's) with the City of Johns Creek and the City of Milton. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational softball program. The MOU also allows residents of each partner city to register for the other city's recreational softball program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2024 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2024

Field space at North Park will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, umpire clinics, camps, and tournament organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

SPRING SEASON – January 1, 2024 – May 19, 2024:

- Fields 1-4: Tuesdays, Thursdays, and Fridays from 5pm to 11pm; and Saturdays from 8am to 10pm; AYSA will be given right of first refusal if fields are available Monday & Wednesday
- Fields 1-4: Sundays from 8:00am to 10pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 10pm
- EXCEPTION to spring season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League on Saturdays as needed for their spring program with dates/times to be coordinated through the City and NMML
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 20, 2024 – August 5, 2024:

- Fields 1-4: Fridays from 5pm to 11pm and Saturdays from 8am to 11pm; AYSA will be given right of first refusal if fields are available Monday – Thursday.
- Fields 1-4: Sundays from 8:00am to 10pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 11pm
- EXCEPTION to summer season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League as needed for summer camps and programs with dates/times to be coordinated through the City and NMML
 - Fields 1-8: These fields are not available July 18-21, 2024, due to Triple Crown Tournament.
 - Additional tournaments and events may be added after the execution of this use agreement.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

FALL SEASON – August 6, 2024 – November 10, 2024:

- Fields 1-4: Fridays from 5pm to 11pm; and Saturdays from 8am to 10pm; AYSA will be given right of first refusal if fields are available Monday- Thursday.
- Fields 1-4: Sundays from 1pm to 6pm, if needed and agreed upon by City and Association
- Fields 5-8: Monday through Friday from 5:00pm to 11pm; Saturdays from 8am to 10pm; and Sundays from 8am to 10pm
- EXCEPTION to fall season field usage is as follows:
 - Field 5: Association agrees to provide field space for North Metro Miracle League on Saturdays as needed for their fall program with dates/times to be coordinated through the City and NMML
 - Fields 6-7: These fields may be rented by Kings Ridge Christian School softball teams August to October for practices and games; 3:00-5:00pm. Dates to be coordinated by the city in coordination with the Association.
 - Additional tournaments and events may be added after the execution of this use agreement.

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL, Phoenix Rugby	Sept.-Nov.	Mid-January	Mid- March
Winter				
Spring	AYBA, AYSA, Ambush Travel, Phoenix Rugby	Mar.-May	Mid-July	Mid- September
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

Residents on rosters will be verified per the MOU for each Association.

AYSA: Residents- Alpharetta & Milton; Johns Creek Recreational Only

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS:

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

AYSA - 2024 Contact

Name/Title: Sean Cunningham
Email: seanpat.cunningham@gmail.com
Phone: 678-602-0875

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: ALPHARETTA GIRLS YOUTH SOFTBALL ASSOCIATION, INC.

Control Number: 0687227

Business Type: Domestic Nonprofit Corporation

Business Status: Active/Compliance

Business Purpose: NONE

Principal Office Address: 5665 Atlanta Hwy., Ste. 103-141, Alpharetta, GA, 30004-3959, USA

Date of Formation / Registration Date: 10/3/2006

State of Formation: Georgia

Last Annual Registration Year: 2024

REGISTERED AGENT INFORMATION

Registered Agent Name: MARTIN CHARLTON

Physical Address: 87 VICKERY STREET, ROSWELL, GA, 30075, USA

County: Fulton

OFFICER INFORMATION

Name	Title	Business Address
Cindy Childress	CFO	5665 Atlanta Hwy, Ste. 103-141, Alpharetta, GA, 30004, USA
Melissa Henson	Secretary	5665 Atlanta Hwy, Ste. 103-141, Alpharetta, GA, 30004, USA
Tammy Cottrell	CEO	5665 Atlanta Hwy, Ste. 103-141, Alpharetta, GA, 30004, USA

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Name History

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Youth Athletic Associations



North Atlanta
Football League



Alpharetta Youth
Baseball Association



Alpharetta Youth
Softball Association



Alpharetta Ambush Soccer Club

Organizational Requirements & Facility Use Agreement 2024

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John’s Creek MOU- December 2022*

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**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013 by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to insure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. NON-PROFIT STATUS

Each Association must register with the Secretary of State’s office as a non-profit organization. Proof of current non-profit status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of sixty percent (60%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections.

Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the

Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided)

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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The mission of the Department is to provide quality programs and services to the citizens of Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long-term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed, but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up.

Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted

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by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic, camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- A. Addition/elimination of any age or skill level
- B. Addition/elimination of any component of overall program content (i.e., cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- C. Association by-laws
- D. Board structure and composition

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E. Schedule of fees for participants

F. Anything that would be in direct conflict with existing City/Department policies.

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the

Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- A. Association Board and members only
- B. Department Director or his/her designee
- C. Recreation Commission Sub-Committees
- D. Alpharetta Recreation Commission
- E. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefiting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City park environment (i.e., alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

REQUIREMENTS OF ASSOCIATIONS

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at anytime, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible for selecting qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

Registration Fees

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All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents, and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans With Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible for reporting any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

11. RESTROOMS

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent facilities to teams and programs that compete with the City's partner Associations. The City may

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident.

Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e. ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a team. Potential volunteers who refuse to provide information necessary to complete the criminal

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history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association.

The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an

organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the "Heads Up – Concussion in Youth Sports" program offered by the CDC. The following is a link to the program:

http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with

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sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department's policies and procedures is available upon request.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, except for disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for ensuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free daily. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or oversees a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
PARK & FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible for providing this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible for reporting any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all light turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

Director

Morgan Rodgers, CPRP	678-297-6103	mrodgers@alpharetta.ga.us
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Administrative Office Coordinator

Amber O'Dwyer	678-297-6104	aodwyer@alpharetta.ga.us
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Projects Manager

Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
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Wills Park Manager

Park Facilities, Equestrian Center

Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
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Parks Services Manager

Park Supervisors, Greenway

Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
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Park Supervisor II

Barry Pike (Wills Park)	678-297-6125	bpik@alpharetta.ga.us
Chris Anderson, CPSI, CPO (North Park)	770-751-7840	canderson@alpharetta.ga.us
Nate Hand, CPSI (Webb Bridge)	770-751-7841	nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
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Community Services Manager

Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
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Marketing Coordinator

Deanna McKay		dmckay@alpharetta.ga.us
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Cultural Arts Services Manager

Kim Manning	678-297-6078	kmanning@alpharetta.ga.us
Alpharetta Arts Center	678-297-6135	arts@alpharetta.ga.us

Recreation Services Manager

Christine Young	678-297-6154	cyoung@alpharetta.ga.us
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Recreation Centers/Program Areas

General Information	678-297-6100	recreation@alpharetta.ga.us
Athletics Supervisor	678-297-616363	athleticprograms@alpharetta.ga.us
Alpharetta Community Center (Wills Park)	678-297-6100	accprograms@alpharetta.ga.us
Alpharetta Adult Activity Center (North Park)	678-297-6140	activeadults@alpharetta.ga.us
Wills Park Recreation Center (Wills Park)	678-297-6130	wprcprograms@alpharetta.ga.us
Wills Park Pool, Aquatics and Wellness	678-297-6153	aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ACCIDENT / INCIDENT REPORT FORM**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	UNDER AGE 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____

(Print name)

Signature

Date

Person completing form _____

Day phone

Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident Fax or email completed form to **Safety/Risk Administrator at 678-297-6292 or osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR

DESCRIPTION	DUE*	DONE
Proof of Non-profit status submitted to ARPCS	On file each year	
Current Association by-laws to ARPCS	On file each year	
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	
Open election of Board of Directors	On file each year	
Annual membership meeting	Annually	
Coach Background Check Consent Forms	Annually	
Signed Facility Use Agreement	Annually	
Financial Statements – to include the following:	Annually	
1. Summary of operating budget, income, and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS	30 days before elections	
List of elected officers to ARPCS	One month after elections	
Rosters to ARPCS	End of registration period	
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	

REQUIRED AFTER THE SEASON ENDS

DESCRIPTION	DUE*	DONE
Participant Evaluation Summary to ARPCS	2 months after each season	
Payment of Non-Resident Fees to City	3 months after each season	
List of Certified Coaches to ARPCS	Provide upon request	

REQUIRED SEASONALLY/AS NEEDED

DESCRIPTION	DUE*	DONE
List of key holders to ARPCS	Update as necessary	
Accident/Incident Reports	As necessary	
Copy of Coach Complaint to ARPCS	As necessary	
Information for ARPCS promotions	TBD by ARPCS	

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks and Cultural Services

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

This agreement, made this ____th day of December 2023, is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia, 30009 ("City"), and the North Atlanta Football League, Inc., a domestic non-profit corporation located at 895 Onagh Court, Milton, GA 30004 ("Association"). The City and the Association are sometimes referred to in this agreement collectively as the "Parties".

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2024. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the Parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at North Park. This agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules, and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.
12. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

ASSOCIATION NAME: North Atlanta Football League, Inc.

ADDRESS: 895 Onagh Court

CITY/STATE/ZIP: Alpharetta, GA 30004

PHONE: 561.777.0795

WEBSITE: www.nafl.club

EMAIL: info@naflboard.com

CITY: Alpharetta Recreation, Parks & Cultural Services
Attn: Tyler Spinnenweber
2 Park Plaza
Alpharetta, GA 30009
678.297.6163
tspinnenweber@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Manager for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the Parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

the Association is uncertain or needs assistance as to proper compliance with such laws, the City shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.

22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

(remainder of page intentionally left blank)

(signatures to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**NORTH ATLANTA FOOTBALL LEAGUE,
INC.**

CITY OF ALPHARETTA, GEORGIA

By:

Vaugh Lemoine, President

By:

Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By:

Thomas DeLaHunt, Secretary

By:

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

2024 Facility Use Agreement

Annual Association Schedule (attachment)

MOU WITH CITY OF MILTON

The City of Alpharetta Mayor and Council Members approved a resolution to enter memorandum of understandings (MOU's) with the City of Milton. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational football program. The MOU also allows residents of each partner city to register for the other city's recreational football program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2024 seasons and shall be renewed unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

April 30, 2024 – July 30, 2024:

- North Park Multi-Purpose Field 1: Days/times to be determined and agreed upon by City and NAFL. Field 2 based upon availability in scheduling.

July 31, 2024 – November 16, 2024:

- North Park Multi-Purpose Field 1: Monday through Friday from 5pm to 8:30pm; Field 2 based upon availability in scheduling.
- North Park Multi-Purpose Field 1: Saturdays from 8:00am to 5:00pm (exact schedule of field use to be determined once the game schedule is published); Field 2 based upon availability in scheduling.
- North Park Multi-Purpose Field 2: Field 2 based upon availability in scheduling.
- Alpharetta Recreation, Parks and Cultural Services will use North Park Multi-Purpose Fields 1 & 2 Monday through Friday from 8:45pm to 5:00pm, Saturdays from 5pm to close (pending final published game schedule).
- North Park North Metro Miracle League field may be used with permission from NMML prior to start of the season. Contact Mike Haynes at mikehaynes@str8upsports.com for approval.
- The City in its sole discretion shall consider requests for field time above and beyond the times listed above based on demonstrated need by NAFL. ***All additional clinics and camps scheduled past the end of the regular season must be submitted and approved by City staff prior to the advertising and registration of NAFL's events.***
- Rentals, tournaments, and events may be scheduled by the city after the execution of this facility use agreement.

(remainder of page intentionally left blank)

(invoicing schedule to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency verification and invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL, Phoenix Rugby	Sept.-Nov.	Mid-January	Mid- March
Winter				
Spring	AYBA, AYSA, Ambush Travel, Phoenix Rugby	Mar.-May	Mid-July	Mid-September
Summer	AYBA, AYSA	June	N/A	N/A

Residents on rosters will be verified per the MOU for each Association:

Residents-Alpharetta & Milton

2024 NAFL Contact

Name/Title: Vaughn Lemoine, President
Email: vaughn@thesecurityforce.com
Phone: 561-777-0795

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: North Atlanta Football League, Inc.

Business Type: Domestic Nonprofit Corporation

Business Purpose: NONE

Principal Office Address: 895 Onagh Ct, Milton, GA, 30004, USA

State of Formation: Georgia

Control Number: 15022837

Business Status: Active/Compliance

Date of Formation / Registration Date: 2/17/2015

Last Annual Registration Year: 2025

REGISTERED AGENT INFORMATION

Registered Agent Name: Vaughn Lemoine

Physical Address: 895 onagh ct, milton, GA, 30004, USA

County: Fulton

OFFICER INFORMATION

Name	Title	Business Address
Thomas DeLaHunt	CFO	2705 Bethany Creek Ct, Milton, GA, 30004, USA
thomas delahunt	Secretary	2705 bethany creek ct, milton, GA, 30004, USA
Vaughn Lemoine	CEO	895 ONAGH CT, MILTON, GA, 30004, USA

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Name History

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Youth Athletic Associations



North Atlanta
Football League



Alpharetta Youth
Baseball Association



Alpharetta Youth
Softball Association



Alpharetta Ambush Soccer Club

Organizational Requirements & Facility Use Agreement 2024

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
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*Original approved by Alpharetta Recreation Commission – January 11, 2018
Updated for changes to Milton MOU – December 2021;
John's Creek MOU- December 2022*

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**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ORGANIZATIONAL GUIDELINES**

MISSION STATEMENT

Alpharetta Recreation, Parks and Cultural Services strives to promote the highest quality recreation programs and park facilities to our citizens consistent with our core values of Excellence, Stewardship, Integrity, Service and Loyalty.

(Adopted: February 14, 2013 by Alpharetta Recreation Commission)

Associations and the leaders of these Associations are expected to understand and promote the mission and philosophy of the City of Alpharetta to serve the citizens of Alpharetta. Association members are ambassadors for the City as well as their affiliate Association. While serving as a volunteer for the Association, members are expected to conduct themselves in an ethical and professional manner.

LEGAL AND ORGANIZATIONAL REQUIREMENTS

In order to qualify as a Youth Athletic Association (“Association”) and to operate on City of Alpharetta (“City”) property, each Association must adhere to certain minimum legal and organizational requirements. These requirements are a part of the Facility Use Agreement which must be signed by each Association prior to the operation of any activity on City property. These requirements are necessary in order to insure the safety and well-being of all participating Associations.

The signing of the Facility Use Agreement indicates the Association’s assumption of the financial responsibility for the program, as well as the management of the program participants and volunteers. The City will not be held responsible for the finances or the program management. Violation of the above mentioned responsibilities constitutes cause for the revocation of the agreement. The requirements are as follows:

1. NON-PROFIT STATUS

Each Association must register with the Secretary of State’s office as a non-profit organization. Proof of current non-profit status must be on file with Alpharetta Recreation, Parks, and Cultural Services (“Department”).

2. BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Facility Use Agreement.

3. ELECTION OF OFFICERS

The Board of Directors (“Board”) shall be the governing body of each Association for the operation of the affairs of the Association as documented in the bylaws. Each Association board must be comprised of a majority of Residents upon election or appointment, and each Association should strive to achieve a minimum of sixty percent (60%) Residents on the Board. The Board of Directors must be elected annually or as mandated by the Association’s by-laws, but no less than once every two years, by the Association membership. A Department employee and a member of Alpharetta

Recreation Commission (“Commission”) must be notified of and invited to attend all Board meetings. The Department Director will appoint the employee liaison to the Board. The Chairman of the Commission will appoint the Commission liaison(s) to the Board on an annual basis.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least thirty (30) days prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location within the

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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Association's primary park when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

To serve as a member of the Association executive committee, a candidate must have a child actively participating in the Association program at the time of the elections.

The Association shall consider any and all qualified candidates interested in running for a Board position. The Association nominating committee shall prepare a recommended slate of officers and submit to the City for review at least thirty (30) days prior to the elections. The slate of officers must be advertised along with the notice of elections.

Nominees must successfully pass the City's criminal history check before being included in the slate of officers.

The Association must furnish a list of all elected board members, addresses, email addresses, telephone numbers (home and office) to the Department no later than one (1) month after the elections. City will verify residency and notify Commission liaison of City resident percentage of newly elected board.

Board members are expected to adhere to the City's volunteer code of conduct. Upon election to the board and no less than once every two years, board members shall review and sign the City's volunteer code of conduct.

4. ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Association must provide copies of meeting minutes from Association membership and board meetings to Association members and City. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing board members, and any other necessary business. Efforts must be made to contact all members, and the

Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5. CAPACITY PLAN

Each Association shall ensure that their total registration for each season does not exceed the capacity of the facilities available. Adequate time shall be allotted for each recreation team to practice and play games. Recreation teams shall have priority of field use for games and practices. Travel/select/elite teams shall be given available field time for practices and games after the recreation teams have been served.

Extra facility space is not available through the City. The Association may seek to utilize facility space at other non-City locations. The Association is financially responsible for field usage fees at non-City locations if applicable.

Field time not used by the Association reverts to the City for use as needed.

6. ASSOCIATION OPERATING BUDGET

Each Association must submit a formal budget to the City to coincide with the start of the

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Association's fiscal year. The submitted budget must detail revenues offsetting expenditures for the fiscal year, based on the Capacity Plan. Excess revenues should initiate an Association's review of program fees. Non-resident fees should not be included in the budget due to those fees being remitted to the City.

7. FINANCIAL REPORTS

The City assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the City with an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit/loss statement.

8. LIABILITY INSURANCE COVERAGE

Each Association must provide comprehensive liability insurance coverage for all players, coaches, officials, volunteers, sub-contractors and all other association participants, minimum of \$1,000,000 coverage stated for Project use, listing names and addresses of designated City venues (to be provided).

The City should be listed as an additional insured. A copy of the current liability insurance coverage policy should be on file with the City, submitted annually.

9. PARTICIPATION REPORTS

All Associations are required to submit a list of registered players to the Department no later than one (1) month after the end of the established program registration period. The list shall be provided in an electronic format (i.e., Microsoft Excel) and shall include each player's name, street address, and zip code. The Department will use the list to verify the resident status of registered players and shall not use the list to promote Department programs without prior consent of the Association. After the City has verified residency of participants, the City will issue an invoice to the Association for non-resident fees payable to the City.

NOTE: It is imperative that participation information be sent to the Department as soon as possible in order for Department to verify addresses. Association may send participant information at any time during their registration period for Department to check residency status of participants.

10. REGISTRATION

Associations are encouraged to provide registration dates to the Department in time for inclusion in Department program guides or other promotions. City will notify Associations of the deadline to submit information. The City provides a link to Association websites at www.alpharetta.ga.us. Associations must notify City of any web address changes. Associations are encouraged to establish Facebook events for seasonal registration dates, and to invite the Department page as a co-host at www.Facebook.com/AlpharettaRecreation.

11. CITY RESIDENCY REQUIREMENT FOR TRAVEL/SELECT/ELITE TEAMS

The mission of the Department is to provide quality programs and services to the citizens of

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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Alpharetta. Youth select athletic programs provide high level athletic competition and opportunities for young people. Residency requirement guidelines ensure travel/select/elite teams are formed in the best interest of the City resident participants, to ensure City residents are fairly represented on these teams, to ensure City assets and resources are utilized in the best interest of City resident participants, and to foster long- term success of the Association's competitive youth athletic program.

GUIDELINES:

- A. Open, advertised tryouts must be held prior to team formation. Players are not guaranteed positions on any teams prior to the first tryout date.
- B. For these guidelines, the word "Resident" shall only include residents of the City of Alpharetta.
- C. Each travel/select/elite team must have a minimum of 50% Residents.
- D. Each travel/select/elite team must adhere to the COA guidelines and policy on team formation of Alpharetta Ambush Academy and Select teams dated May 18, 2010.

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e., a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through the remainder of the season.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

12. FACILITY USE - RESTRICTIONS

Each Association is organized to provide league play for youth, including player evaluations, pre-season player and coach clinics, league practices, scrimmages, games, and post-season tournaments. All field use shall be coordinated with the Department using whatever methods are agreed to by the parties to insure proper preparation and care of the facilities. Hosting of camps and tournaments involving participants from outside the association's own program along with participants in the Association's own program is allowed but requires coordination with and written consent of the Department. Field rental fees and staff fees may be applicable. Associations must seek approval from the City to host outside camps and tournaments at the parks at least ninety (90) days prior to the proposed event. Staffing fees for these kinds of events may apply. The Association is specifically not permitted to sublet facilities to any individual or organization. The Association's Facility Use Agreement is for the Association's own use.

Associations may not schedule or host any activities at Wills Park on July 4th and 5th due to the City's annual July 4th celebration and fireworks, and day-after park clean-up.

Associations may request special permission from the Department Director to schedule or host any activities at Wills Park on July 4th and/or 5th. The decision shall be made by the Department Director in his sole discretion.

The City reserves the right to restrict facility use on other dates when there are special events hosted by the City, the Department, or a non-City entity utilizing City facilities for a tournament, clinic,

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camp, etc. deemed appropriate and beneficial to the City. These dates, if applicable, will be included in the annual facility use agreement or will be communicated to the Association as soon as the dates are confirmed.

13. CAPITAL IMPROVEMENTS

The Department formally evaluates the condition of all park facilities and amenities twice per year. During these inspections, Department staff will determine whether or not facilities and amenities are in need of removal, repair, and/or replacement. Maintenance needs are prioritized by the Department based on safety, vandalism, functionality, aesthetics, etc.

During the City budget process (mid-year and/or fiscal year), Department staff will prepare a list of capital improvement projects to be recommended for funding. The list of projects shall include cost estimates and justification and shall be presented to the Commission for review. The Commission shall prioritize the list of projects and may add or delete any projects recommended by staff. The Commission shall approve a capital improvements project budget request to be provided to the City Budget Review Committee and/or Mayor/Council for consideration during the budget process.

Association representatives are encouraged to identify capital improvement projects respective to the facility or facilities on which they operate. The list of projects should be prioritized by the Association Board and presented to the Commission liaison and the Department Director and/or his designee no later than early December prior to the start of the budget process. The Director determines whether or not to include recommended projects in the list that is given to the Commission. Financial partnerships (50/50) between the Associations and the Department are encouraged.

14. ANNUAL PRESENTATION

The President/Commissioner of the Association will be invited to the December meeting of the Commission in order to make a brief presentation on the activities of the Association during the past year and its plans for the following year. Each Association representative will be asked to submit a written report electronically to the City at least one week prior to the meeting. Presentation at the meeting and submission of a written report are both mandatory annual requirements.

15. CHANGES TO PROGRAM CONTENT, STRUCTURE, PHILOSOPHY, ETC.

Each Association shall communicate to the Commission liaison(s) and employee liaison(s) any and all substantial changes in their program. For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the Association which would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- A. Addition/elimination of any age or skill level
- B. Addition/elimination of any component of overall program content (i.e., cheerleading, flag football, fast pitch softball, out-of-park All Stars, Sunday select, summer or winter league play, etc.)
- C. Association by-laws
- D. Board structure and composition

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E. Schedule of fees for participants

F. Anything that would be in direct conflict with existing City/Department policies.

Association shall notify liaisons as soon as the idea for a substantial change is included on an Association meeting agenda. Upon notification by the Association, the Commission and/or employee liaison shall communicate the information to the Department Director or his/her designee. Before any action shall be taken by the

Association to implement the substantial change, the Association shall prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the Association, citizens of Alpharetta, and the City; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

The Department shall determine the level of approval needed for the Association to implement the substantial change. The approval levels are noted as follows:

- A. Association Board and members only
- B. Department Director or his/her designee
- C. Recreation Commission Sub-Committees
- D. Alpharetta Recreation Commission
- E. Alpharetta Mayor and City Council

16. SPONSORSHIPS/ADVERTISING

Associations are not permitted to display permanent advertising signage of any kind on fences, dugouts, concession buildings, grounds, roadways, etc.

Associations are allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for Associations to assist the City in funding capital projects benefiting the parks and facilities they use. Associations are not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization, individuals, and businesses that compete with contractual obligations of the City. Sponsors must be in good taste and appropriate for City park environment (i.e., alcohol and/or tobacco-related products/businesses are not allowed to advertise in City parks).

Associations must request in writing to the Department Director permission to display sponsor banners in the parks. With approval of the Department Director, sponsor banners may be displayed on fences only during games. All banners must be taken down immediately at the conclusion of the last game of the day.

Associations are encouraged to support the City's Scoreboard Sponsor Program as a fundraising opportunity for Associations. Associations are assigned certain scoreboards and may sell advertising on these scoreboards per the terms of the City's Scoreboard Sponsor Program. Contact Department Director or his/her designee for information on the City's Scoreboard Sponsor Program.

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REQUIREMENTS OF ASSOCIATIONS

1. FACILITY USE AGREEMENT

Any Association operating on City property must sign a Facility Use Agreement with the City. The agreement is issued prior to the start of the calendar year and specifically identifies the facilities to be used by the Association and the terms of that use.

Adherence to all policies and procedures in this manual is considered part of the Facility Use Agreement. The City retains the right to change these guidelines and policies at anytime, without advance notice, as it deems appropriate. Any changes will be communicated to the Association within five (5) business days after the change has been made and approved.

In accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.

With respect to renewal of this agreement, any Association currently holding a Facility Use Agreement will receive priority, unless the City has reason to revoke the agreement. Facilities not in use will be distributed on a first come first served basis.

2. COACH CERTIFICATION AND TRAINING

Association must provide coach certification and/or training for all head and assistant coaches of each team. It is the responsibility of the Association to ensure that their volunteers complete all legally mandated training programs before being permitted to coach a team. Association must provide documentation of such training to the City upon request.

A comprehensive training program should include but not be limited to the information listed below:

- Sport Specific Training
- How to Organize Practices
- Communication with Parents
- Basic First Aid and CPR/AED
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Requirement
- Severe Weather Policies and Procedures
- Heat and Hydration Guidelines
- Association Mission/Expectations
- Association Relationship with the City

3. SELECTION OF COACHES

Associations are responsible for selecting qualified coaches for their program. Each Association shall establish their own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

4. FEES AND CHARGES

Note: Each Association will adhere to fee policies set by the City, including fees that may not yet be currently established.

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Registration Fees

All registration fees shall be fair and equitable to all participants. Associations shall communicate to participants what the registration fee covers, including the number of practices and games per season. Registration fees shall be derived from predicted costs to operate the program, to fund Association operations, and to fund park capital improvements (current and future) that mutually benefit the City and Association.

Registration fees shall include the total cost of operating the association's program to include but not limited to; cost of uniforms, player awards, umpires/officials, equipment for the league/teams, first aid supplies, marketing, web administration, general maintenance of facilities, etc.

Non-Resident Fees

All program participants who reside outside the city limits of Alpharetta will be assessed a non-resident fee. Association shall pay the City non-resident fees for each Association non-resident participant in their program. This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

Association non-resident fees shall be calculated at 75% more than the resident registration fee.

Note: the dollar amount of the Association non-resident fee shall not exceed the highest non-resident fee charged to participants in youth athletic programs managed directly by the Department. (Department's highest recreation league non-resident fee shall be the maximum for the Association's recreation league non-resident players. Department's highest travel/select league non-resident fee shall be the maximum for the Association's travel/select/division 1 league non-resident players.)

At least two (2) weeks before the advertisement/announcement of registration and non-resident fees for a particular season, the Association must submit a fee schedule to the Department. The Department will review the fee schedule and will have final approval of any and all non-resident fees.

The Association will be responsible for the determination of city residence during the registration period. Within one (1) week after receiving the Association's participation list with addresses, the Department will verify player residency and report information to the Association. The non-resident fee will be paid directly to the City of Alpharetta based on the Department's verification of player residency. The Association is responsible for remitting non-resident fees for all non-City participants, regardless of whether or not it was collected by the Association.

City of Alpharetta employees and their immediate family members, regardless of where they reside, are considered Residents, and may register during the Resident registration period. Non-resident fees are waived for these participants. Associations should contact the Department to verify employee status.

Scholarships

The Association should make available a reasonable number of scholarships for participants requiring assistance. The Association shall determine the eligibility criteria for scholarship recipients and shall determine whether or not to charge non-resident fees to scholarship recipients. Regardless, the Association is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City.

Admission Fees

Associations are not allowed to require an admission fee to any normal association play. Admission fees may be collected for tournament play or other special events, upon approval of the Department. The Association must submit a letter of request in order to have an admission fee request approved.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
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ORGANIZATIONAL GUIDELINES**

5. PROGRAM/FACILITY SCHEDULES

Associations are required to submit all master schedules to the Department *prior* to the beginning of use of any City facility. This includes tryout dates, practice schedules, opening ceremonies, game schedules, special events such as player clinics, travel team schedules, etc. These schedules should be submitted thirty (30) days prior to the beginning of any program. Facility use outside the scope of the Facility Use Agreement must be requested through the Department and is not guaranteed.

6. SAFETY/ACCIDENT PREVENTION

Associations are responsible for operating their programs in a safe and effective manner. All fields, equipment and other facilities should be inspected before each use.

Associations should have an adequate number of adults present at each scheduled activity to supervise the participants from the outset to the close of the program. League officials are responsible for insuring that all programs are operated under safe weather conditions. Safety plans should be implemented in case hazardous situations should occur.

7. DISCRIMINATION

Associations must provide equal opportunity without regard to race, color, religion, sex, national origin, age, veteran's status, and disability. Associations must comply with the Americans With Disabilities Act (ADA) of 1990 and provide reasonable accommodations to members of the public, if so requested, unless participation would create a risk to any participant.

8. MAINTENANCE/FACILITY UPKEEP

The Department will be responsible for all field and facility preparation for all practices and games. This includes game day facility preparation, grass mowing, and lining of baseball and softball fields. Parks Services staff will prepare fields only once per day, usually in the morning. Staff is not available to prepare fields on Sundays. Staff is not responsible for lining of grass football fields.

Associations are responsible for reporting any and all facility maintenance issues to the Department as soon as they are noticed.

Associations are required to provide safe sports equipment for participants.

Associations are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This includes playing areas, walkways, restrooms, press boxes, concession stands, dugouts, etc.

Associations should take proper steps to ensure that scheduled activities do not infringe on park neighbors or other park users. This includes reducing excessive noise, excessive traffic, parking problems, etc.

9. WEATHER POLICIES

The Department will determine if fields are playable. Associations will be notified as early as possible if the fields are not playable. Associations are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the Department's normal business hours, the Association is responsible for determining field playability. Associations are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players

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foremost.

Associations must adhere to the **City's Severe Weather Policy**. For the safety of all, the City of Alpharetta observes the following severe weather procedures for all outdoor programs: Any flash or sound (thunder) which indicates diminishing weather conditions will result in the immediate suspension of any outdoor activities for a safe waiting period of **thirty (30) minutes**. All participants will be encouraged to seek shelter immediately.

Department staff and/or on-site supervisors will monitor conditions during this time. Subsequent flashes or sounds will result in an extended safe waiting period until it is determined by staff or on-site supervisor either that conditions are safe to resume scheduled outdoor activities, or that conditions have deteriorated to the point of canceling the outdoor activities.

Associations that do not have their own established **Hydration and Heat Guidelines** must adhere to the Hydration and Heat Related Guidelines observed by the Department. In summary, outdoor activities must be canceled if the WBGT (Wet Bulb Globe Temperature) is over 92 degrees. Additional guidelines also apply. A copy of the guidelines in their entirety will be provided to Associations.

Associations that do not have their own established **Cold Weather Policy** must adhere to the Cold Weather Policy observed by the Department. The policy is as follows: If the official Alpharetta, GA temperature according to www.weather.com is forecasted to be 30 degrees or lower at the time of the scheduled practice or game, it is recommended that the scheduled event be cancelled. If the temperature reaches 25 degrees, it is mandatory the event be cancelled.

The Department may cancel and/or postpone all youth programs and activities whenever Fulton County Schools are closed for inclement weather. If Department cancels programs, Associations shall also cancel programs.

10. CONCESSIONS OPERATIONS

Associations must comply with Fulton County Health Department regulations for concessions operations. Associations are required to purchase their own supplies and equipment, such as microwave, popcorn machine, nacho machine, crock pot, etc.

Associations are required to comply with the terms and conditions of City contracts with food and/or beverage providers for concession operations. Failure to adhere to the terms of any City contracts with concessions providers may result in termination of the facility use agreement. Contact the Department Director or his/her designee for information on current contracts.

Each Association that utilizes the services of a contract vendor ("for-profit" business or individual) to provide concession operations is required to pay the City 15% of all gross receipts from concessions. Gross receipts will constitute any and all revenues collected from sales of concessions. This 15% must be paid directly to the City and held by the City for projects the Association requests (in escrow). Projects for future park improvements require Department Director and Recreation Commission approval. All capital improvements must be completed prior to the start of the following season unless the City agrees that it is in the best interest of the City to delay the completion of the capital improvement.

Each Association that utilizes volunteer board members and/or parents to operate the concession stand is not required to remit a percentage of revenue to the City.

Concession facilities must be cleaned after each use and at the end of the season. Necessary building maintenance and vandalism should be reported to the City.

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11. RESTROOMS

It shall be the responsibility of Associations to ensure that restrooms are inspected after each program session. The City is responsible for the supply of paper products and general maintenance that may occur.

12. SECURING OF FACILITIES

An Association Board member, Coach or Club Approved Field Marshall should be responsible for securing facilities after each use, including all practices and games. This includes closing and locking of all buildings, the turning off of all lights and scoreboards, and ensuring all necessary gates are closed and secured. Association board members and coaches are asked to turn off lights and scoreboards immediately following the last practice or game of the night, instead of waiting for the timer to take effect.

13. KEYS

Keys to all required facilities will be distributed to the Commissioner/President of the Association and may be distributed to the necessary individuals. A list of all individuals who have keys in their possession shall be submitted to the Department. The Association is responsible for returning all issued keys at the conclusion of the program. Any unreturned keys are subject to a fine at the discretion of the City. Periodically, the Department will change the locks and/or combinations to buildings, gates, and electrical boxes. The Department will notify affected Association of any changes and will supply new keys/combinations as needed.

14. PUBLICITY

Associations must provide the Department with information at least two (2) weeks prior to publicizing the information to past and potential participants and on the Association website. The purpose of this is to ensure that guidelines for registration and fee structures (resident/non-resident) are followed by each Association. The Department will review information and notify Association within five (5) business days if any changes need to be made in order to comply with established guidelines.

The Department will provide links to Association websites on the City's website, www.alpharetta.ga.us. The Association must notify the City if the web address changes. Associations may request assistance from the City to help with marketing of registration. City may send news releases to local media outlets, email notifications to Department participants, include information in the City's e-newsletter and the Department's Facebook page. The City will not pay for Association advertising, flyers, mailings, etc.

15. PUBLIC USE OF FIELDS

The Facility Use Agreement applies only to organized league play for the duration of the agreement as specified on the agreement. Unless otherwise scheduled, the facilities are available to the public on a first come first serve basis or may be rented by the Department to outside groups for activities deemed appropriate and beneficial to the City.

The terms of any facility rental agreements between the Department and outside groups are established and agreed upon solely by the City and the group renting the City's facilities. These agreements are independent of the lease agreements with the Associations. The City will not rent

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facilities to teams and programs that compete with the City's partner Associations. The City may host large tournaments through the Alpharetta Convention and Visitors Bureau.

16. ACCIDENT/INCIDENT REPORTS (attached)

The Association is responsible for filing an accident/incident report to the City which documents the details of any accident, injury, or incident which occurs on City property. The report should detail what occurred, the time of the accident/incident, where it occurred, who was involved, and who witnessed the accident/incident and filed the report. A copy of the accident/incident report is included in this manual. The report shall be submitted to the Department within two (2) working days of the accident/incident.

Any and all accidents/incidents must be reported!

17. PARTICIPANT EVALUATIONS

All participants in Association programs must be given an opportunity to complete a participant evaluation at the conclusion of each athletic season in which he/she participated. The evaluation should include questions pertaining to the administration and organization of the program (i.e., ease of registration, quality of the coaches, program structure, program content, etc.), and the condition and appearance of the Department facilities. The Association should ask participants for comments and suggestions to improve the program. A summary of participant evaluations should be prepared and distributed to the Association Board, the Department, and the Recreation Commission within two (2) months at the end of each season. Upon request, the Association must make completed participant evaluations available to the Department and/or Commission. The City reserves the right to conduct independent participant surveys.

18. GRIEVANCE PROCEDURE

All participants must have due process to address any grievances with the Association's Board at a scheduled meeting.

19. COMPLAINT PROCEDURE

Any written complaint regarding a coach, league official, umpire, etc., should be copied to the Department Director.

20. BACKGROUND CHECK - VOLUNTEERS

All Association board members and any individual who wants to coach a youth team shall go through the City's criminal history background check once per calendar year. All potential volunteers must complete the Request for Criminal History form and provide a copy of valid photo identification. An Association representative shall be designated to collect the documentation and shall submit this to the designated Department staff, who will coordinate with Alpharetta Department of Public Safety.

The Recreation Services Manager confers with the Department Director on any problematic criminal history background checks. Any individual who does not meet City standards for criminal history background check will not be allowed to coach in the youth league and should not be assigned a

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team. Potential volunteers who refuse to provide information necessary to complete the criminal history background check shall not be allowed to volunteer.

NOTE: Associations are responsible for collecting and submitting criminal history background check documentation (forms and photo ID) at least one (1) month prior to finalizing team coaching assignments. This will allow ample time for the criminal history background check to be completed. Association will be notified of any and all potential volunteers who do not successfully pass the City's criminal history background check. It is the Association's responsibility to inform volunteers of the outcome of their criminal history background checks. The City provides a process for any denied application to request an appeal of decision. This information is available upon request. The Department strongly encourages all Associations to submit background checks for potential assistant coaches.

21. BACKGROUND CHECK – OFFICIALS AND UMPIRES

Each Association who has a contractual agreement with an outside vendor to provide officiating services for the Association shall require, as part of the written agreement, that all officials/umpires who will be scheduled to officiate at Association activities complete a criminal history background check prior to officiating any games for the Association.

The criminal history background check should be performed once per calendar year. The Association shall require appropriate documentation of completion of background checks. Documentation must be maintained on file by the Association.

22. MANDATORY REPORTING LAW

Volunteers who work with children are required by law to report suspected child abuse. The mandatory reporting requirement is a provision in HB 1176, the criminal justice reform bill signed by Governor Nathan Deal on May 2, 2012. Specifically, HB 1176 changed the definition of "child service organization personnel" to include volunteers. The law defines "child service organization personnel" as follows: "Child service organization personnel" means persons employed by or volunteering at a business or an

organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

It will be the responsibility of each Association to ensure that all volunteers and contracted vendors are notified of the law. All Association volunteers must complete a training program before being allowed to serve as a volunteer for the Association. The City will provide access to online training for volunteers as available.

23. CONCUSSION AWARENESS POLICIES AND PROCEDURES

HB 48 by the Georgia Legislature requires agencies to educate youth athletes and their parents on the dangers of concussions in youth athletic activities. The Georgia Department of Public Health is referring everyone to the "Heads Up – Concussion in Youth Sports" program offered by the CDC. The following is a link to the program:

http://www.cdc.gov/concussion/HeadsUp/online_training.html.

It is the policy of the Department to educate coaches, referees, employees, instructors of at-risk

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activities, trainers, parents, and participants of the signs, symptoms and behaviors consistent with sports- and activity-induced concussions. Further, the Department requires that any participant, under the age of 18, suspected of a concussion or head injury must be removed from the activity and it is recommended that the participant be examined by a licensed health care provider. If a participant is deemed by a licensed health care provider to have sustained a concussion, Department personnel or other designated personnel (coaches, referees, instructors of at-risk activities, trainers, and parents) shall not permit the participant to return to play until he or she receives documented clearance from a licensed health care provider for a full or graduated return to play.

A full copy of the Department's policies and procedures is available upon request.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY GUIDELINES AND ORDINANCES**

Associations are responsible for adherence to all City and park ordinances.

1. HOURS OF OPERATION

City facilities open at 8:00am and close at 11:00pm. Associations are not allowed to conduct a program prior to 8:00am and after 11:00pm, unless prior written approval has been given by the Department.

2. USE OF PARKS FOR GOLF PRACTICE

Parks may not be used for golf practice, except for disc golf which is permitted at the disc golf course at Wills Park.

3. MOTOR VEHICLES IN PARKS

Motorized vehicle operation is restricted to prescribed paths, marked roadways, driveways, and parking lots. This also applies to parking in areas other than designated parking spaces. Unauthorized vehicles are not allowed in "plaza" areas of ball fields without permission from the Department.

4. LITTER CONTROL

It is unlawful to litter. Each Association is responsible for ensuring that all fields, parking lots, restrooms, dugouts, bleachers, concession areas, etc. are kept clean and litter free daily. Clean up fees may be assessed to Associations not adhering to this policy. All litter should be picked up and placed in the proper containers.

5. ALCOHOL BEVERAGES

Per City ordinance, the selling or consumption of alcoholic beverages on park property is strictly prohibited.

6. TOBACCO USE

Per City ordinance, the use of all tobacco products on park property is strictly prohibited.

7. ANIMALS IN PARKS

Other than service animals, it is against park regulations for any individual who possesses or oversees a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. For the safety of all, pet owners are required by law to obey Fulton County leash laws while visiting city of Alpharetta Park facilities.

8. NOISES AND SOUNDS PROHIBITED

It is unlawful for any person to make, continue or cause to be made any loud, unnecessary, or unusual noises that annoy, disturb, injure, or endanger the safety or comfort of others in the area.

9. CLOSING OF BALLFIELDS

The Department may close to the Association and/or public any ballfield or facility for maintenance purposes. Such facilities will be posted, and it is unlawful for any person to enter a closed facility.

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
PARK & FACILITY REGULATIONS

1. Associations conducting youth activities on City facilities must have at least one (1) adult present for every fifteen (15) youth participating in an activity to supervise all scheduled activities from the outset to the conclusion of the activity.
2. Participants, Spectators, Parents, Coaches, or Officials of an organization must display appropriate conduct while operating activities on City facilities and must adhere to the Department's Code of Conduct. A copy of this document is available upon request. Association is responsible for providing this information to the appropriate parties. Continuous failure to do so could result in the termination of this agreement.
3. The Association shall be responsible for any damage incurred to the facilities while in use by the Association. Persistent damage to City facilities while in use by the Association could result in agreement revocation.
4. The Association is responsible for policing the area around athletic fields, plaza areas, parking lots, rest rooms, concession stand, dugouts, and walkways. This must be completed upon the conclusion of each activity.
5. Association representatives are responsible for reporting any/all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.
6. The Department will supply locks for all required facilities and structures. Keys and/or combinations will be distributed as per Department policy.
7. The City shall be responsible for mowing the grass, moving bleachers, general maintenance, etc., unless otherwise specified in the agreement.
8. A designated Association member must make sure the facilities are secure and all light turned off before departing the area.
9. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.
10. Bicycles, roller blades, skateboards are prohibited on walkways or other designated areas.
11. No game shall begin after 10:00pm; every effort should be made to conclude by 11:00pm.
12. Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department: 678-297-6152, athleticprograms@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
DEPARTMENT PERSONNEL AND CONTACT INFORMATION**

Director

Morgan Rodgers, CPRP	678-297-6103	mrodgers@alpharetta.ga.us
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Administrative Office Coordinator

Amber O'Dwyer	678-297-6104	aodwyer@alpharetta.ga.us
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Projects Manager

Kurt Kirby, CPRP, CPO, CPSI	770-740-1034	kkirby@alpharetta.ga.us
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Wills Park Manager

Park Facilities, Equestrian Center

Matt Casey, CPRP	678-297-6122	mcasey@alpharetta.ga.us
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Parks Services Manager

Park Supervisors, Greenway

Eric Milley, CPO, CPSI	678-297-6106	emilley@alpharetta.ga.us
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Park Supervisor II

Barry Pike (Wills Park)	678-297-6125	bpike@alpharetta.ga.us
Chris Anderson, CPSI, CPO (North Park)	770-751-7840	canderson@alpharetta.ga.us
Nate Hand, CPSI (Webb Bridge)	770-751-7841	nhand@alpharetta.ga.us

Administrative Assistant II - Parks

Ruby Flynn	678-297-6123	rflynn@alpharetta.ga.us
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Community Services Manager

Amanda Musilli	404-314-1245	amusilli@alpharetta.ga.us
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Marketing Coordinator

Deanna McKay		dmckay@alpharetta.ga.us
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Cultural Arts Services Manager

Kim Manning	678-297-6078	kmanning@alpharetta.ga.us
Alpharetta Arts Center	678-297-6135	arts@alpharetta.ga.us

Recreation Services Manager

Christine Young	678-297-6154	cyoung@alpharetta.ga.us
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Recreation Centers/Program Areas

General Information	678-297-6100	recreation@alpharetta.ga.us
Athletics Supervisor	678-297-616363	athleticprograms@alpharetta.ga.us
Alpharetta Community Center (Wills Park)	678-297-6100	accprograms@alpharetta.ga.us
Alpharetta Adult Activity Center (North Park)	678-297-6140	activeadults@alpharetta.ga.us
Wills Park Recreation Center (Wills Park)	678-297-6130	wprcprograms@alpharetta.ga.us
Wills Park Pool, Aquatics and Wellness	678-297-6153	aquatics@alpharetta.ga.us

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
ACCIDENT / INCIDENT REPORT FORM**

Date of accident/incident _____ Time of accident/incident _____

Facility where accident/incident occurred _____

Specific location of accident/incident within the facility _____

Number of persons involved _____ Police notified Y N EMS notified Y N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	UNDER AGE 18
	Day: Evening:	
	Day: Evening:	
	Day: Evening:	

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options: _____

Did the injured party waive treatment Y N

**Photos of accident/incident site taken Y N

Person completing form _____

(Print name)

Signature

Date

Person completing form _____

Day phone

Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident Fax or email completed form to **Safety/Risk Administrator at 678-297-6292 or osutton@alpharetta.ga.us; and City at 678-297-6154 or recreation@alpharetta.ga.us.

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
CHECKLIST**

REQUIRED ANNUALLY AND/OR BEFORE SEASON BEGINS EACH YEAR

DESCRIPTION	DUE*	DONE
Proof of Non-profit status submitted to ARPCS	On file each year	
Current Association by-laws to ARPCS	On file each year	
Copy of Certificate of Insurance naming ARPCS as a certificate holder	On file each year	
Open election of Board of Directors	On file each year	
Annual membership meeting	Annually	
Coach Background Check Consent Forms	Annually	
Signed Facility Use Agreement	Annually	
Financial Statements – to include the following:	Annually	
1. Summary of operating budget, income, and expenses		
2. Summary of capital expenditures		
3. Registration fees charged to participants		
4. Federal and State tax returns		
5. Profit and Loss statement		
Slate of nominated officers and home address to ARPCS	30 days before elections	
List of elected officers to ARPCS	One month after elections	
Rosters to ARPCS	End of registration period	
Master Schedule to ARPCS (tryouts, practices, games)	1 month before season	

REQUIRED AFTER THE SEASON ENDS

DESCRIPTION	DUE*	DONE
Participant Evaluation Summary to ARPCS	2 months after each season	
Payment of Non-Resident Fees to City	3 months after each season	
List of Certified Coaches to ARPCS	Provide upon request	

REQUIRED SEASONALLY/AS NEEDED

DESCRIPTION	DUE*	DONE
List of key holders to ARPCS	Update as necessary	
Accident/Incident Reports	As necessary	
Copy of Coach Complaint to ARPCS	As necessary	
Information for ARPCS promotions	TBD by ARPCS	

**Due Dates for each Association will be discussed and agreed upon with each Association Commissioner/President during the contract review process. Some Due Dates will vary per Association, based on Association fiscal year.*

Note: ARPCS = Alpharetta Recreation, Parks, and Cultural Services

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

This agreement, made this ____th day of December 2023, is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia, 30009 ("City"), and the Alpharetta Youth Baseball Association, Inc., a domestic non-profit corporation located at P.O. Box 955, Alpharetta, GA 30009 ("Association"). The City and the Association are sometimes referred to in this agreement collectively as the "Parties".

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and Association agree as follows:

1. The Association agrees to provide a youth sports program (organized league play) as a service for the City in accordance with all policies and procedures for youth sports associations operating on city property previously set forth, (including the Youth Athletic Association Facility Use Agreement and Organizational Requirements) and attached in this agreement.
2. This Facility Use Agreement shall begin on the Effective Date and terminate on December 31, 2024. Thereafter, in accordance with O.C.G.A. § 36-60-13, this agreement may be renewed for one (1) successive one (1) year term if, prior to the expiration of the then existing term, the Parties execute a written agreement to renew same for a one (1) year term. For any such subsequent terms, facilities, dates, times, fees, and any modifications to the agreement will be determined by written agreement of the City and Association.
3. The City agrees to authorize the Association the use of fields and facilities as listed below at Webb Bridge Park and Wills Park. This agreement includes use of all support structures (dugouts, lights, press-boxes, concession stands, storage facilities, bleachers, batting cages, fencing, etc.) for approved league play unless otherwise specified. See Exhibit A for detailed information on days and times of approved use of fields and facilities.
4. The Association agrees the facilities will be used in a safe manner, and in compliance with all applicable federal and state laws and City ordinances, rules, and regulations.
5. Association shall not cause or permit damage or injury to the facilities. No alteration, addition, or improvement to the facilities shall be made by the Association without prior written consent from the City. Such alterations, additions, or improvements shall become and remain City property.
6. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
7. The City may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
8. It is agreed and understood that the Association shall indemnify and hold the City, its agents, and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
9. This agreement may be modified only by a written agreement between the City and the Association.
10. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
11. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.
12. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

ASSOCIATION NAME: Alpharetta Youth Baseball Association, Inc.

ADDRESS: P.O. Box 955

CITY/STATE/ZIP: Alpharetta, GA 30009

PHONE: 678.327.6573

WEBSITE: www.wpyba.com

EMAIL: daniel.brktt@gmail.com

CITY: Alpharetta Recreation, Parks & Cultural Services
Attn: Tyler Spinnenweber
2 Park Plaza
Alpharetta, GA 30009
678.297.6163
tspinnenweber@alpharetta.ga.us

13. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
14. The City has designated the Recreation Manager for the City as its contact person, coordinator, and liaison person with the Association in the execution of the terms of this agreement.
15. The Association shall not have the right to assign the interest it holds in this agreement.
16. The facilities shall not be used for any purpose other than those designated within this agreement, without the written consent of the City.
17. The Association may not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
18. The Association members agree to abide by all City policies and procedures as attached in this agreement.
19. The Association will adhere to fee policies set by the City, including fees that may not yet be currently established.
20. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of ARPCS. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the Parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The Parties may modify this Agreement only by written instrument signed by each of the Parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
21. The Association acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the Association under this Facility Use Agreement were funded by the taxpayers of the City and are owned by the City, and further due to the fact that the recreation fees generated from the availability of such fields, the Association is subject to the Open Records and Open Meeting laws of the state of Georgia. The Association agrees to comply with those laws. To the extent that the Association is uncertain or needs assistance as to proper compliance with such laws, the City

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

shall provide such assistance and guidance. The Association further agrees that all books and records of the Association shall be made available to the City of Alpharetta as and when requested for review or audit.

22. City shall have the right to terminate this Agreement upon failure of Association to perform its obligations to the satisfaction of City. Prior to exercising this right of termination, City shall provide Association with a written notice specifying Association's failure to perform and providing Association with a reasonable opportunity to cure its performance. In the event that Association fails to cure its performance, or in the event of subsequent failure to perform, City shall have the right to immediately terminate the Agreement by providing written notice of termination to Association.

Association shall have the right to terminate this Agreement upon failure of City to perform its obligations to the satisfaction of Association. Prior to exercising this right of termination, Association shall provide City with a written notice specifying City's failure to perform and providing City with a reasonable opportunity to cure its performance. In the event that City fails to cure its performance, or in the event of subsequent failure to perform, Association shall have the right to immediately terminate the Agreement by providing written notice of termination to City.

Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party.

(remainder of page intentionally left blank)

(signatures to follow)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT**

I hereby acknowledge and understand that the Association of which I am authorized to represent will abide by and comply with the terms and conditions as set forth in this Facility Use Agreement as well as all of the policies, procedures, guidelines, and rules contained within the City's Youth Athletic Association Handbook. I understand that failure of the Association or any of its members to comply may result in termination of this Agreement with the City.

**ALPHARETTA YOUTH BASEBALL
ASSOCIATION, INC.**

CITY OF ALPHARETTA, GEORGIA

By:

Daniel Burkett, CEO

By:

Jim Gilvin, Mayor

WITNESS:

APPROVED AS TO CONTENT:

By:

Garrett Hunter, Secretary

By:

Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By:

Jennifer McCall, City Attorney

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

2024 Facility Use Agreement

Annual Association Schedule (attachment)

MOU WITH CITY OF JOHNS CREEK

The City of Alpharetta Mayor and Council Members approved a resolution to enter into memorandum of understandings (MOU's) with the City of Johns Creek. The "Parks without Borders" MOU provides for a mutual waiving of non-resident fees for residents of each city who participate in the partner city's recreational baseball program. The MOU also allows residents of each partner city to register for the other city's recreational baseball program during the second week of registration instead of during the third week of registration. This MOU shall be in effect for the 2024 seasons unless either City delivers written notice of non-renewal to the other City at least ninety (90) days prior to the expiration of the term or any renewal term.

FIELD SPACE ALLOCATION FOR 2024

Field space at Wills Park and Webb Bridge Park will be allocated by the city to the Association based on demonstrated need by the Association. Association shall use field space solely for the purpose of providing organized Association activities including but not limited to team practices, games, end of season tournaments, player clinics, coach clinics, umpire clinics, camps, and tournament organized solely by Association officials. The City reserves the right to use unscheduled field space for other activities, tournaments, camps, rentals, etc.

- All tournament play, whether AYBA, or subbing out through AYBA, must be scheduled through ARPCS Parks staff. ARPCS will accommodate subbed tournaments through AYBA up to 45 games per day. If more than 45 games per day are scheduled for any tournament, organizer must provide additional staff and use AYBA equipment only at no cost to ARPCS.
- Any additional events i.e., camps, clinics, tournaments need a minimum sixty (60) day notice. If less than sixty (60) ARPCS may not be able to guarantee fields or staff.
- No outside amendment to infield mix (kitty litter, stone dust, etc.) added to infield other than what is provided by ARPCS. Any violation is subject to a minimum \$250 fine per field per incident.

SPRING SEASON – January 1, 2024 – May 19, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to spring season field usage is as follows:
 - Association agrees to share field space at Webb Bridge Park baseball fields 3 and 4 as needed to accommodate the City's youth soccer program.
 - Additional tournaments and events may be added after the execution of this use agreement.

SUMMER SEASON – May 20, 2024 – July 28, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to summer season field usage is as follows:
 - Wills Park, June 2024, Braves Country Battle Tournament. Exact dates TBD
 - Some fields could be closed for repair and maintenance during the summer season. Planned summer field closures will be communicated to Association by end of April 2024.
 - Wills Park facilities are not available on the following dates: July 4 (Fireworks)

**ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT – EXHIBIT A**

- Wills Park and Webb Bridge Park, July 2024, Atlanta Braves Youth Baseball Tournament. Exact dates TBD
- Additional tournaments and events may be added after the execution of this use agreement.

FALL SEASON – July 29, 2024 – December 1, 2024:

- Monday-Friday from 4pm to 11pm
- Monday-Friday before 4pm may be available upon request.
- Saturday and Sunday from 8am to 11pm
- EXCEPTION to fall season field usage is as follows:
 - Association agrees to share field space at Webb Bridge Park baseball fields 3 and 4 as needed to accommodate the City’s youth soccer program.
 - Additional tournaments and events may be added after the execution of this use agreement.

Invoicing Schedule

The Association shall be responsible for submitting rosters to designated City staff in a timely manner for residency invoicing:

Youth Athletics SEASONAL INVOICING				
SEASON	ASSOCIATION	SEASON DATES	ROSTER VERIFICATION	INVOICE SUBMISSION
Fall	AYBA, AYSA, AMBUSH, NAFL, Phoenix Rugby	Sept.-Nov.	Mid-January	Mid- March
Winter				
Spring	AYBA, AYSA, Ambush Travel, Phoenix Rugby	Mar.-May	Mid-July	Mid- September
Summer	AYBA, AYSA	June-July	Mid-July	Mid-August

Residents on rosters will be verified per the MOU for each Association:

Residents-Alpharetta & Johns Creek Recreational only; travel must adhere to percentage noted in agreement.

This fee shall be paid for each athletic season held each year (fall, winter, spring, and/or summer), and must be paid to the City no later than three (3) months after the end of the last game of the season.

TRAVEL/SELECT/ELITE TEAMS:

Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use City facilities for practices and games.

To check residency: <https://alphagis.alpharetta.ga.us/AlphaGIS/>

2024 AYBA Contact:

Name/Title: Daniel Burkett, President/Commissioner

Email: danielbrktt@gmail.com

Phone: 678-327-6573

ALPHARETTA RECREATION, PARKS & CULTURAL SERVICES
YOUTH ATHLETIC ASSOCIATION
FACILITY USE AGREEMENT



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

HOME

BUSINESS INFORMATION

Business Name: ALPHARETTA YOUTH BASEBALL ASSOCIATION, INC.

Control Number: K202393

Business Type: Domestic Nonprofit Corporation

Business Status: Active/Compliance

Business Purpose: NONE

Principal Office Address: P. O. BOX 955, ALPHARETTA, GA, 30009, USA

Date of Formation / Registration Date: 2/3/1992

State of Formation: Georgia

Last Annual Registration Year: 2023

REGISTERED AGENT INFORMATION

Registered Agent Name: Elena Chernick, CPA

Physical Address: 230 Bayfield Court, Milton, GA, 30004, USA

County: Fulton

OFFICER INFORMATION

Name	Title	Business Address
Casey Bacica	CFO	420 Briars Bend, Alpharetta, GA, 30004, USA
Daniel Burkett	CEO	6320 Bannerhorn Run, Alpharetta, GA, 30005, USA
Garrett Hunter	Secretary	962 Hawkhorn Ct., ALPHARETTA, GA, 30005, USA

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Filing History

Name History

Return to Business Search



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: December 18, 2023

AGENDA ITEM:

Invitation to Bid 24-007: Douglas Road Drainage Improvements

Consideration of approval of the award of Invitation to Bid 24-007 for Douglas Road Drainage Improvements to Tri Scapes Inc. with funding in an amount not to exceed \$417,112.80 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of Invitation to Bid 24-007 for Douglas Road Drainage Improvements to Tri Scapes Inc. with funding in an amount not to exceed \$417,112.80 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$417,112.80

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
SW Pipe and Structure R&M / 30241100541430C1308	\$417,112.80

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The award of this bid is for the construction of drainage improvements along approximately 900 linear feet of Douglas Road. The construction location will be along the west side of Douglas Road approximately 175 ft. north of Caney Creek to approximately 230 ft. south of Newport Bay Passage. Currently, the drainage along this section of Douglas Road traverses down the existing beauty strip due to the absence of any curb and gutter, causing mud and gravel to frequently wash into Douglas Road and collect on the vehicular bridge. The project will also address pedestrian safety by adding additional separation between vehicles and pedestrians.

The project will consist of the installation of curb and gutter, storm pipe, storm water collection structures, a 5' wide sidewalk, and the addition of a 2-foot beauty strip. Traffic impacts are expected during construction due to all construction being within the existing Right of Way. Approximately 830 linear feet of storm pipe will be installed on the back side of the sidewalk, and 8 storm water collection structures will be installed at the face of the new curb and gutter. The new curb and gutter will extend the length of the project and a new 5-foot sidewalk with a 2-foot beauty strip will also be constructed. Due to the existing topography immediately adjacent to the sidewalk, a wider sidewalk would require retaining walls, extensive tree removal, and grading.

The Public Works Department prepared plans and specifications for the project and advertised for competitive bids in September and received responses on October 19th, 2023. The City received a total of 6 bids from the following:

Tri Scapes, Inc.	\$417, 112.80
------------------	---------------

Sol Construction	\$498,113.00
Blount Construction	\$519,297.52
Complete Site LLC	\$520,555.00
Summit Construction & Development LLC	\$523,502.12
Hasbun Construction, LLC	\$574,968.98

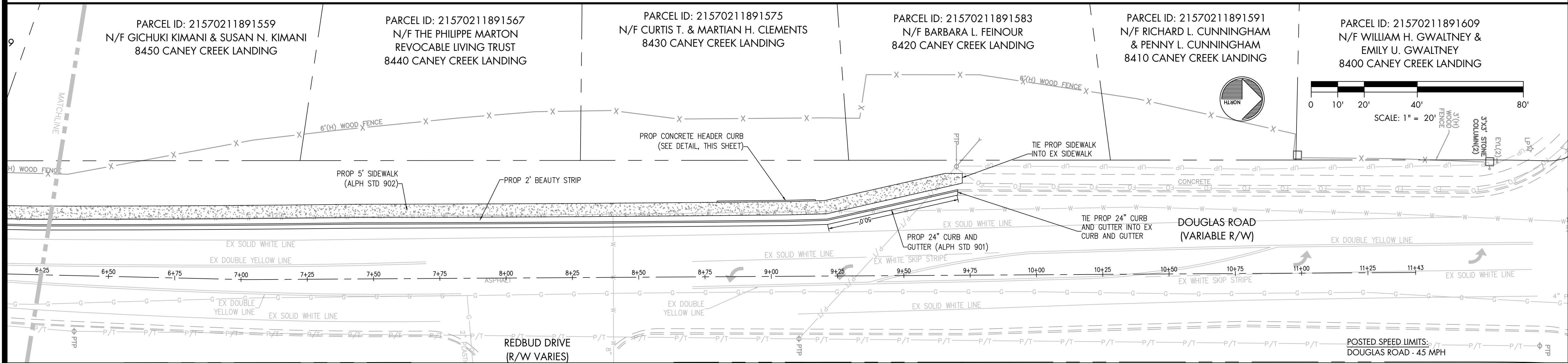
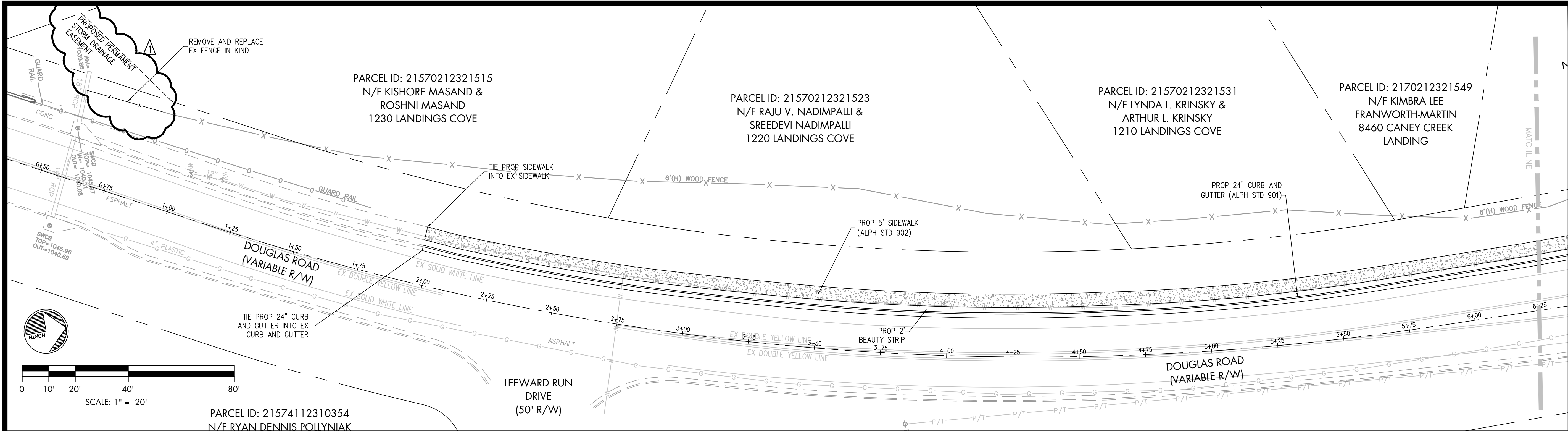
The apparent low bidder, Tri Scapes, Inc. is an experienced contractor and has completed several other projects with the City. The City reached out to several references included in Tri Scapes bid submittal. Staff received positive feedback regarding Tri Scapes project management, knowledge/experience of the scope of work, and Tri Scapes ability to work within the contract schedule and budget. Once approved, construction will begin and be completed within 150 days of the date of the notice to proceed.

ALTERNATIVES:

Do not approve funding for construction of the project.

ATTACHMENTS:

1. Grading and Site Layout Plan
2. Contractor Submitted Bid Tabs

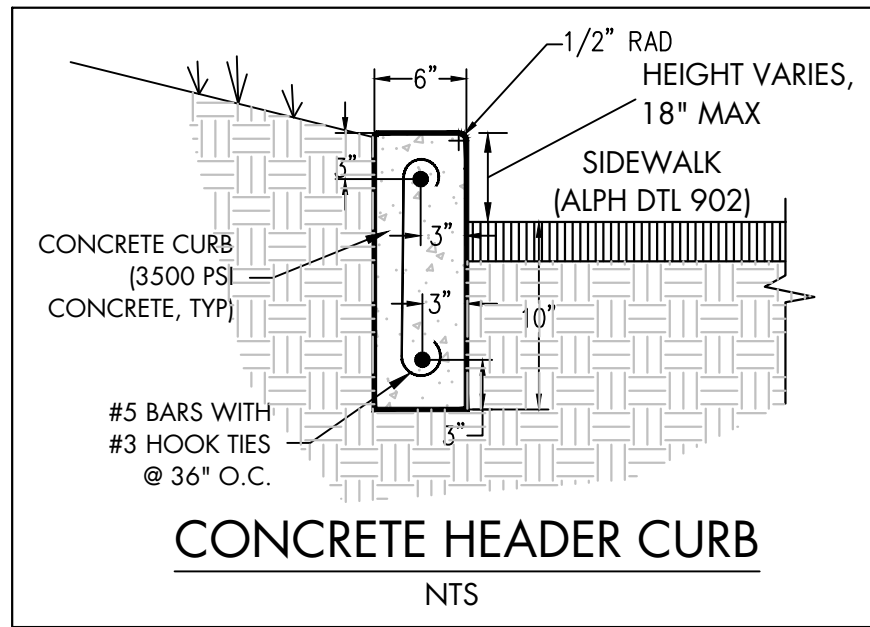


IMPERVIOUS	PRE-CONSTRUCTION	POST-CONSTRUCTION	NET CHANGE
AREA (SF)	4,112	6,263	+2,151
%	25%	38%	+13%

* % IS BASED ON PROJECT AREA TOTAL

SITE NOTES

1. THE PROJECT INCLUDES STORM DRAINAGE IMPROVEMENTS ALONG THE WEST SIDE OF DOUGLAS ROAD BEGINNING APPROXIMATELY 175 FEET NORTH OF THE CENTERLINE OF CANEY CREEK TO APPROXIMATELY 230 FEET SOUTH OF NEWPORT BAY PASSAGE. THE DOWNSTREAM PROPERTIES ARE ZONED CUP AND ARE DEVELOPED AS RESIDENTIAL. NO ADVERSE IMPACTS ARE ANTICIPATED AS A RESULT OF THIS PROJECT. ACCESS TO DOUGLAS ROAD AND ALL DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES. A MINIMUM LANE OF 10' SHALL BE MAINTAINED AT ALL TIMES.
2. TOTAL PROJECT ACREAGE: 0.41 ACRES.
3. TOTAL DISTURBED ACREAGE: 0.41 ACRES.
4. THE PROPOSED SIDEWALK WILL ADD APPROXIMATELY 1,173 SQUARE FEET OF IMPERVIOUS SURFACES.
5. THE BOUNDARY AND TOPOGRAPHIC INFORMATION CONTAINED IN THESE PLANS WAS TAKEN FROM A BOUNDARY & TOPOGRAPHIC SURVEY BY LANDAIR SURVEYING COMPANY, DATED JULY 26, 2017.
6. SURVEY BENCHMARK: TBM - SCRIBED "X" IN CONCRETE PAVEMENT ON BRIDGE OVER CANEY CREEK - ELEV. - 1045.56 - N = 1483243.73 E = 2284534.14.
7. SAID BENCHMARK IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM OF 1985 [NAD 1983]. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 [NAVD 1988].
8. THE PROJECT LIMITS DO NOT CONTAIN STATE WATERS AND/OR WETLANDS. A PORTION OF THE SITE IS WITHIN 200 LF OF STATE WATERS.
9. NO PORTION OF THIS PROJECT LIES WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND SHOWN ON COMMUNITY PANELS #13121C0079F, LAST REVISED SEPTEMBER 18, 2013.
10. NO PORTION OF THIS PROJECT LIES WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHAs), AREAS OF 1% ANNUAL CHANCE FLOOD WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AS SHOWN ON THE CITY OF ALPHARETTA EXPANDED FLOODPLAIN MAPS. NO PORTION OF THIS PROJECT LIES WITHIN THE FUTURE FLOODPLAIN FOR THE CITY OF ALPHARETTA.
11. THERE ARE NO KNOWN EXISTING WELLS OR SEPTIC SYSTEMS WITHIN THE PROJECT LIMITS. NO NEW WELL OR SEPTIC SYSTEMS ARE PROPOSED.



COUNTY WATERLINE NOTE: ALL EXISTING WATER METERS, VALVES, AND SERVICES TO BE ADJUSTED AND/OR RELOCATED, DUE TO THE PROPOSED SIDEWALK IMPROVEMENTS, SHALL BE RELOCATED BEYOND THE LIMITS OF NEW CURB AND GUTTER, WITHIN THE ROAD ROW, BY THE CITY CONTRACTOR.

UTILITY NOTE: THE CITY WILL CONTRACT DIRECTLY WITH THE AFFECTED UTILITY OWNERS FOR PURPOSES OF RELOCATION. CONTRACTOR IS ONLY RESPONSIBLE FOR COORDINATION OF THEIR CONSTRUCTION EFFORTS WITH THE RELOCATION ACTIVITIES.

LAYOUT PLAN REVISION NOTES:
11/22/2022 CITY COMMENT ADDRESSED
• ADD STORM DRAINAGE EASEMENT

24-HOUR LOCAL CONTACT
PAMELA BUSH
678-297-6200

CAUTION
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.



1790 Hembree Road
Alpharetta, Georgia
30009

Phone: 678-297-6200
Fax: 678-297-6201

DOUGLAS ROAD DRAINAGE IMPROVEMENTS

LAND LOTS 1189 & 1232 - 2ND DISTRICT - 1ST SECTION
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

GSWCC CERTIFICATION NUMBER: #13068
EXPIRATION DATE: 07/01/2024

REVISIONS

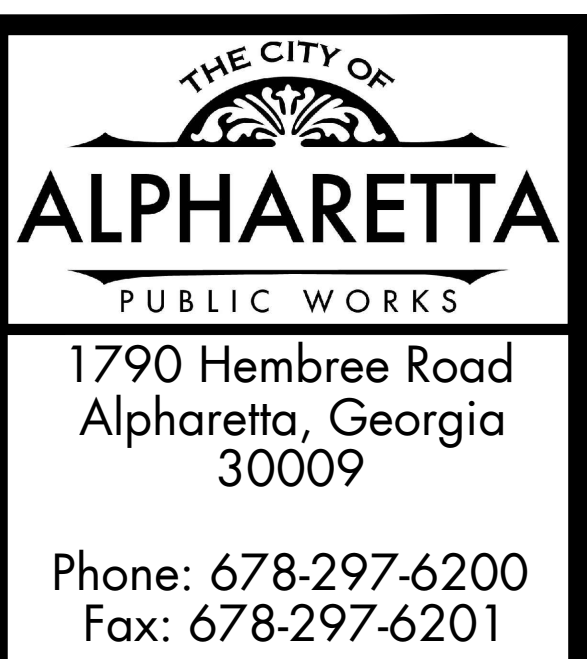
REV #1, CITY COMMENT: 11/22/2022

SHEET TITLE

SITE LAYOUT PLAN

ORIGINAL ISSUE DATE: 10/28/2022

SHEET #
C.300



GSWCC CERTIFICATION NUMBER: #13068 EXPIRATION DATE: 07/01/2024	
<u>REVISIONS</u> REV #1, CITY COMMENT: 11/22/2022 REV #2, CITY COMMENT: 12/15/2022	
SHEET TITLE GRADING PLAN ORIGINAL ISSUE DATE: 10/28/2022	
SHEET # C.400	

City of Alpharetta
SCHEDULE OF ITEMS
ITB 24-007, DOUGLAS ROAD DRAINAGE IMPROVEMENT

Enter Bidder's / Company's name here: Tri Scapes, Inc.						
Instructions for Bid Form Completion:						
1. This form MUST be used to submit cost proposal						
2. Do not include a copy of this Bid Form in your technical bid information.						
3. Complete all the fields. See end of form as well for bid authorization and contact info.						
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.						
5. During bid opening, only bid grand total will be called.						
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.						
Item #	Item Description	Quantity	Unit	Unit Price	Item Price	
1	TRAFFIC CONTROL Traffic Control	1	LS	\$ 36,000.00	\$ 36,000.00	
2	DEMOLITION Demolition (including any necessary clearing and tree removal)	1	LS	\$ 67,950.00	\$ 67,950.00	
2.04	SITE DEVELOPMENT 24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 28.56	\$ 24,133.20	
1.04	Concrete Header Curb (6" width)	42	LF	\$ 26.25	\$ 1,102.50	
2.03	5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 10.13	\$ 42,728.34	
2.06	Wooden Fencing - Remove and replace in kind	28	LF	\$ 168.75	\$ 4,725.00	
1.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 3,000.00	\$ 3,000.00	
1.06	Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 3,000.00	\$ 3,000.00	
4.06	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 1,080.00	\$ 1,080.00	
16	GRADING & DRAINAGE Grading Complete	1	LS	\$ 55,070.63	\$ 55,070.63	
1.17	Storm Sewer System Materials & Installation (including, but not limited to, structures, pipe and bedding)	1	LS	\$ 119,662.50	\$ 119,662.50	
18	EROSION CONTROL Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 11,936.26	\$ 11,936.26	
1.19	LANDSCAPING Sodding	191	SF	\$ 2.57	\$ 490.87	
2.18	Permanent Seeding	1,125	SF	\$ 1.14	\$ 1,282.50	
2.19	Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 3,036.00	\$ 3,036.00	
2.20	Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 12,000.00	\$ 12,000.00	
21	MISCELLANEOUS CONSTRUCTION Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00	
22	TESTING Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 6,000.00	\$ 6,000.00	
23	MOBILIZATION BONDS & INSURANCE Mobilization Bonds & Insurance	1	LS	\$ 15,915.00	\$ 15,915.00	
GRAND TOTAL					\$ 417,112.80	

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder has reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the	
Company Name:	Tri Scapes, Inc.
Address:	1595 Peachtree Parkway, Suite 204-396 Cumming, GA 30041
Print/Type Name(s) and Title(s) Authorized Signer(s):	Rebecca Martin, President CFO
Contact Info - Phone Number:	770-752-4698
Contact Info - Email Address:	rmartin@triscapes.com

Sol Construction LLC						
Instructions for Bid Form Completion:						
1. This form MUST be used to submit cost proposal						
2. Do not include a copy of this Bid Form in your technical bid information.						
3. Complete all the fields. See end of form as well for bid authorization and contact info.						
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.						
5. During bid opening, only bid grand total will be called.						
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.						
Item #	Item Description	Quantity	Unit	Unit Price	Item Price	
1	TRAFFIC CONTROL Traffic Control	1	LS	\$ 12,310.00	\$ 12,310.00	
2	DEMOLITION Demolition (including any necessary clearing and tree removal)	1	LS	\$ 89,700.00	\$ 89,700.00	
2.04	SITE DEVELOPMENT 24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 35.40	\$ 29,913.00	
1.04	Concrete Header Curb (6" width)	42	LF	\$ 39.00	\$ 1,638.00	
2.03	5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 6.00	\$ 25,308.00	
2.06	Wooden Fencing - Remove and replace in kind	28	LF	\$ 138.00	\$ 3,864.00	
1.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 4,800.00	\$ 4,800.00	
1.06	Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 1,533.00	\$ 1,533.00	
4.06	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 1,400.00	\$ 1,400.00	
16	GRADING & DRAINAGE Grading Complete	1	LS	\$ 76,400.00	\$ 76,400.00	
1.17	Storm Sewer System Materials & Installation (including, but not limited to, structures, pipe and bedding)	1	LS	\$ 172,550.00	\$ 172,550.00	
18	EROSION CONTROL Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 19,750.00	\$ 19,750.00	
1.19	LANDSCAPING Sodding	191	SF	\$ 2.00	\$ 382.00	
2.18	Permanent Seeding	1,125	SF	\$ 0.60	\$ 675.00	
2.19	Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 12,740.00	\$ 12,740.00	
2.20	Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 18,580.00	\$ 18,580.00	
21	MISCELLANEOUS CONSTRUCTION Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00	
22	TESTING Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 7,200.00	\$ 7,200.00	
23	MOBILIZATION BONDS & INSURANCE Mobilization Bonds & Insurance	1	LS	\$ 11,370.00	\$ 11,370.00	
GRAND TOTAL					\$ 498,113.00	

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder has reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the	
Company Name:	Sol Construction LLC
Address:	4120 Presidential Pky Ste 115 Atlanta GA 30340
Print/Type Name(s) and Title(s) Authorized Signer(s):	Juliana Gomez, President Jose Villegas, VP/Secretary
Contact Info - Phone Number:	770-455-1822
Contact Info - Email Address:	jgomez@solconstructionllc.com

Blount Construction						
Instructions for Bid Form Completion:						
1. This form MUST be used to submit cost proposal						
2. Do not include a copy of this Bid Form in your technical bid information.						
3. Complete all the fields. See end of form as well for bid authorization and contact info.						
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.						
5. During bid opening, only bid grand total will be called.						
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.						
Item #	Item Description	Quantity	Unit	Unit Price	Item Price	
1	TRAFFIC CONTROL Traffic Control	1	LS	\$ 60,407.06	\$ 60,407.06	
2	DEMOLITION Demolition (including any necessary clearing and tree removal)	1	LS	\$ 36,044.99	\$ 36,044.99	
2.04	SITE DEVELOPMENT 24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 39.78	\$ 33,614.10	
1.04	Concrete Header Curb (6" width)	42	LF	\$ 56.01	\$ 2,352.42	
2.03	5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 6.00	\$ 25,308.00	
2.06	Wooden Fencing - Remove and replace in kind	28	LF	\$ 111.68	\$ 3,127.04	
1.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 2,228.85	\$ 2,228.85	
1.06	Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 1,397.27	\$ 1,397.27	
4.06	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 1,471.18	\$ 1,471.18	
16	GRADING & DRAINAGE Grading Complete	1	LS	\$ 42,307.03	\$ 42,307.03	
1.17	Storm Sewer System Materials & Installation (including, but not limited to, structures, pipe and bedding)	1	LS	\$ 165,041.67	\$ 165,041.67	
18	EROSION CONTROL Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 31,029.41	\$ 31,029.41	
1.19	LANDSCAPING Sodding	191	SF	\$ 2.06	\$ 393.46	
2.18	Permanent Seeding	1,125	SF	\$ 2.75	\$ 3,093.75	
2.19	Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 3,962.15	\$ 3,962.15	
2.20	Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 29,637.33	\$ 29,637.33	
21	MISCELLANEOUS CONSTRUCTION Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00	
22	TESTING Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 12,875.00	\$ 12,875.00	
23	MOBILIZATION BONDS & INSURANCE Mobilization Bonds & Insurance	1	LS	\$ 57,003.81	\$ 57,003.81	
GRAND TOTAL					\$ 519,294.52	

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder has reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has	
Company Name:	Blount Construction
Address:	1730 Sands Place Marietta, GA. 30067
Print/Type Name(s) and Title(s) Authorized Signer(s):	Shawn England (Vice President)
Contact Info - Phone Number:	7705417333
Contact Info - Email Address:	Shawn.England@blountconstruction.com

Enter Bidder's / Company's name here: Blount Construction	
Instructions for Bid Form Completion:	
1. This form MUST be used to submit cost proposal	
2. Do not include a copy of this Bid Form in your technical bid information.	
3. Complete all the fields. See end of form as well for bid authorization and contact info.	
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.	
5. During bid opening, only bid grand total will be called.	
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.	
Item #	Item Description
1	1
2	2
2.04	2.04
1.04	1.04
2.03	2.03
2.06	2.06
1.06	1.06
1.06	1.06
4.06	4.06
16	16
1.17	1.17
18	18
1.19	1.19
2.18	2.18
2.19	2.19
2.20	2.20
21	21
22	22
23	23
60	

der's / Company's name here				
s for Bid Form Completion:				
his form MUST be used to submit cost proposal				
o not include a copy of this Bid Form in your technical bid information.				
omplete all the fields. See end of form as well for bid authorization and contact info.				
erify all amounts entered. This form will be used for bid price award.				
uring bid opening, only bid grand total will be called.				
nter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.				
Item Description	Quantity	Unit	Unit Price	Item Price
<u>TRAFFIC CONTROL</u>				
Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
<u>DEMOLITION</u>				
Demolition (including any necessary clearing and tree removal)	1	LS	\$ 25,000.00	\$ 25,000.00
<u>SITE DEVELOPMENT</u>				
24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 31.00	\$ 26,195.00
Concrete Header Curb (6" width)	42	LF	\$ 31.00	\$ 1,302.00
5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 8.00	\$ 33,744.00
Wooden Fencing - Remove and replace in kind	28	LF	\$ 100.00	\$ 2,800.00
Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 3,000.00	\$ 3,000.00
Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 1,000.00	\$ 1,000.00
Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 1,000.00	\$ 1,000.00
<u>GRADING & DRAINAGE</u>				
Grading Complete	1	LS	\$ 135,000.00	\$ 135,000.00
Storm Sewer System Materials & Installation (including, but not limited to,structures, pipe and bedding)	1	LS	\$ 175,000.00	\$ 175,000.00
<u>EROSION CONTROL</u>				
Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 25,000.00	\$ 25,000.00
<u>LANDSCAPING</u>				
Sodding	191	SF	\$ 4.00	\$ 764.00
Permanent Seeding	1,125	SF	\$ 2.00	\$ 2,250.00
Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 3,000.00	\$ 3,000.00
Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 25,000.00	\$ 25,000.00
<u>MISCELLANEOUS CONSTRUCTION</u>				
Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00
<u>TESTING</u>				
Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 12,500.00	\$ 12,500.00
<u>MOBILIZATION BONDS & INSURANCE</u>				
Mobilization Bonds & Insurance	1	LS	\$ 15,000.00	\$ 15,000.00
			GRAND TOTAL	\$ 520,555.00

ing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
as carefully read and understands Bidding Documents;	
as visited site and become familiar with local conditions under which Work is to be performed, including verifying visible	
as correlated Bidder's personal observations with requirements of Bidding Documents;	
as reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
nderstands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the	
Company Name:	Complete Site LLC
Address:	3510 Ballground Hwy Canton GA 30114
Print/Type Name(s) and Title(s) Authorized Signer(s):	Jason Moody
Contact Info - Phone Number:	7622410348
Contact Info - Email Address:	williams@completesitega.com

Summit Construction & Development LLC					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all the fields. See end of form as well for bid authorization and contact info.					
4. Verify all amounts entered. This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
	<u>TRAFFIC CONTROL</u>				
1	Traffic Control	1	LS	\$ 26,750.00	\$ 26,750.00
	<u>DEMOLITION</u>				
2	Demolition (including any necessary clearing and tree removal)	1	LS	\$ 108,402.83	\$ 108,402.83
	<u>SITE DEVELOPMENT</u>				
2.04	24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 32.00	\$ 27,040.00
1.04	Concrete Header Curb (6" width)	42	LF	\$ 30.00	\$ 1,260.00
2.03	5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 6.50	\$ 27,417.00
2.06	Wooden Fencing - Remove and replace in kind	28	LF	\$ 140.00	\$ 3,920.00
1.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 1,500.00	\$ 1,500.00
1.06	Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 100.00	\$ 100.00
4.06	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 950.00	\$ 950.00
	<u>GRADING & DRAINAGE</u>				
16	Grading Complete	1	LS	\$ 73,088.79	\$ 73,088.79
1.17	Storm Sewer System Materials & Installation (including, but not limited to,structures, pipe and bedding)	1	LS	\$ 165,481.00	\$ 165,481.00
	<u>EROSION CONTROL</u>				
18	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 26,495.00	\$ 26,495.00
	<u>LANDSCAPING</u>				
1.19	Sodding	191	SF	\$ 10.00	\$ 1,910.00
2.18	Permanent Seeding	1,125	SF	\$ 1.50	\$ 1,687.50
2.19	Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 9,500.00	\$ 9,500.00
2.20	Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 8,500.00	\$ 8,500.00
	<u>MISCELLANEOUS CONSTRUCTION</u>				
21	Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00
	<u>TESTING</u>				
22	Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 12,500.00	\$ 12,500.00
	<u>MOBILIZATION BONDS & INSURANCE</u>				
23	Mobilization Bonds & Insurance	1	LS	\$ 19,000.00	\$ 19,000.00
				GRAND TOTAL	\$ 523,502.12

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder has reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has	
Company Name:	Summit Construction & Development LLC
Address:	2108 Bentley Drive, Stone Mountain GA 30087
Print/Type Name(s) and Title(s) Authorized Signer(s):	Ruben Bucio Duran, President
Contact Info - Phone Number:	770-413-0093
Contact Info - Email Address:	contracts@summitcd.com

Enter Bidder's / Company's name here					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all the fields. See end of form as well for bid authorization and contact info.					
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					
Item #	Item Description	Quantity	Unit	Unit Price	Item Price
	<u>TRAFFIC CONTROL</u>				
1	Traffic Control	1	LS	\$ 37,539.88	\$ 37,539.88
	<u>DEMOLITION</u>				
2	Demolition (including any necessary clearing and tree removal)	1	LS	\$ 102,117.14	\$ 102,117.14
	<u>SITE DEVELOPMENT</u>				
2.04	24" Curb & Gutter, including 6" GAB extending 6" behind back of curb (Alpharetta Standard 901)	845	LF	\$ 41.36	\$ 34,949.20
1.04	Concrete Header Curb (6" width)	42	LF	\$ 34.23	\$ 1,437.66
2.03	5' Concrete Sidewalk (Alpharetta Standard 902)	4,218	SF	\$ 8.54	\$ 36,021.72
2.06	Wooden Fencing - Remove and replace in kind	28	LF	\$ 120.00	\$ 3,360.00
1.06	Adjust Utilities to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 4,725.00	\$ 4,725.00
1.06	Adjust Signs to Finished Grade (including, but not limited to, valve boxes, meter boxes, and pull boxes)	1	LS	\$ 1,012.50	\$ 1,012.50
4.06	Relocate Signage (including, but not limited to, roadway signs, for sale signs, and space available signs)	1	LS	\$ 1,012.50	\$ 1,012.50
	<u>GRADING & DRAINAGE</u>				
16	Grading Complete	1	LS	\$ 94,484.30	\$ 94,484.30
1.17	Storm Sewer System Materials & Installation (including, but not limited to,structures, pipe and bedding)	1	LS	\$ 175,182.75	\$ 175,182.75
	<u>EROSION CONTROL</u>				
18	Erosion Control (including, but not limited to installation, maintenance, and removal)	1	LS	\$ 16,954.54	\$ 16,954.54
	<u>LANDSCAPING</u>				
1.19	Sodding	191	SF	\$ 8.24	\$ 1,573.84
2.18	Permanent Seeding	1,125	SF	\$ 1.35	\$ 1,518.75
2.19	Tree Save Fence (including installation, maintenance and removal)	1	LS	\$ 9,979.20	\$ 9,979.20
2.20	Tree Care Plan (per requirements on sheet C.100)	1	LS	\$ 13,500.00	\$ 13,500.00
	<u>MISCELLANEOUS CONSTRUCTION</u>				
21	Miscellaneous Construction Allocation	1	LS	\$ 8,000.00	\$ 8,000.00
	<u>TESTING</u>				
22	Required Testing including, but not limited to, soil and material testing.	1	LS	\$ 10,000.00	\$ 10,000.00
	<u>MOBILIZATION BONDS & INSURANCE</u>				
23	Mobilization Bonds & Insurance	1	LS	\$ 21,600.00	\$ 21,600.00
				GRAND TOTAL	\$ 574,968.98

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 23-007, Bidder certifies that:	
A. Bidder has carefully read and understands Bidding Documents;	
B. Bidder has visited site and become familiar with local conditions under which Work is to be performed, including verifying visible	
C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;	
D. Bidder has reviewed ITB 23-007 Combined Plans and Project Manual Project Manual and Drawings; and	
E. Bidder understands that Bid may not be withdrawn within Sixty (60) days after bid due date, and Bidder guarantees that the City has the	
Company Name:	HASBUN CONSTRUCTION, LLC
Address:	410 N. MAIN ST., ALPHARETTA, GA 30009
Print/Type Name(s) and Title(s) Authorized Signer(s):	JOSE HASBUN, PRESIDENT
Contact Info - Phone Number:	205-903-6460
Contact Info - Email Address:	JHASBUN@HASBUNCONSTRUCTION.COM



STAFF REPORT

Department: Public Works
Submitted By: Arash Moradkhani
Meeting Date: December 18, 2023

AGENDA ITEM:

Invitation to Bid 24-008: Fiscal Year 2024 Bridge Maintenance

Consideration of approval of the award of Invitation to Bid 24-008 to Massana Construction, Inc. for the performance of the FY 2024 Bridge Maintenance project in an amount not to exceed \$441,402.00 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of Invitation to Bid 24-008 to Massana Construction, Inc. for the performance of the FY 2024 Bridge Maintenance project in an amount not to exceed \$441,402.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$441,402.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Bridge Maintenance / 30141100-541410-C1207	\$441,402.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The award of this bid is for repair and maintenance activities at six bridges within the City based upon a Georgia Department of Transportation (GDOT) State Bridge Inspection Report. The inspections are performed on a biennial basis by representatives of GDOT. Additionally, the City contracted with Pond engineering firm to perform visual inspections of the bridges and prepare plans and specifications for the needed maintenance and repairs. These locations and the associated tasks are as follows:

Location #1 – Windward Pkwy Westbound Lanes over Camp Creek

- Traffic Control.
- Grading Complete, remove debris from the base of bridge
- Patch Concrete Bridge.

Location #2 – Windward Pkwy Eastbound Lanes over Big Creek

- Traffic Control.
- Reattach conduit to bridge

Location #3 – Mansell Rd Westbound Lanes over Big Creek

- Traffic Control.
- Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 4.

- Twenty-Four Hour Accelerated Strength Concrete.
- Paint Existing Steel Structure.
- Stone Dumped Rip Rap, Type 1, 24 in.
- Plastic Filter Fabric.

Location #4 – Haynes Bridge Rd over Big Creek

- Traffic Control.
- Grind Concrete Pavement, Surface Preparation, and Polymer Overlay.
- Thermoplastic Pavement Marking, Arrow, Type 1.
- Thermoplastic Pavement Marking, Arrow, Type 2.
- Thermoplastic Solid Traf Stripe, 5 in, White.
- Thermoplastic Solid Traf Stripe, 5 in, Yellow.
- Thermoplastic Skip Traf Stripe, 5 in, White.

Location #5 – Windward Pkwy over Big Creek Tributary

- Traffic Control.
- Grading Complete/Remove tree roots
- Flowable Fill to repair undermining
- Stone Dumped Rip Rap, Type 1, 24 in.
- Plastic Filter Fabric. under rip rap

Location #6 – Kimball Bridge Rd over Big Creek

- Traffic Control.
- Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 3.
- Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 4.
- Twenty-Four Hour Accelerated Strength Concrete at location of joint repair
- Superstructure Reinforced Steel.

The project was advertised for competitive bids on Sep 21, 2023, and the deadline for bid submission was originally scheduled for Oct 19, 2023, which was later extended to Oct 26, 2023. During the public advertisement process, as well as the time extension, representatives from Public Works and the Finance contacted several bridge contractors inquiring if they would bid on the project. A total of one bid was received for the project on October 26, 2023. After the bid due date, Public Works reached out to the vendors to inquire why they did not submit a bid. The reasons received ranged from scope too small, staffing challenges, and firms already having too much work on schedule. The one bid submitted was from Massana Construction Incorporated at a cost of \$441,402.00.

Public Works staff looked at the cost proposal submitted and compared it to GDOT's unit cost pricing for estimating the cost of a project and the unit prices submitted are aligned with GDOT's historical data. Public Works also looked at historical data for bridge repair work. In September 2021, the City awarded \$331,000 associated with repairs to 4 bridges within the City. The bid in 2021 and 2023 have similar tasks and, given there are 2 more locations and the cost of materials and labor has increased over the years, Public Works is confident the City received a competitive bid. Massana Construction is an experienced contractor and has worked on numerous projects with similar scopes for several agencies in Georgia and other states. Staff met with Massana on Nov 1st to review the scope of work and the City's expectations. Massana assured staff that they could complete the project for the bid amount and within the allocated time frame. Thus, staff determined Massana Construction Inc. to be the responsible bidder. Once a contract with Massana has been executed, construction may begin immediately. The anticipated completion date is no more than 180 days from notice to proceed.

ALTERNATIVES:

Do not award the project to Massana Construction, and bridge maintenance items will be postponed until the future.

ATTACHMENTS:

1. Massana Contract ITB 24-008
2. Massana Bid_\$441,402.00

3. Six Bridge Maintenance Plans
4. ITB 24-008 Specifications-Instructions

**CONTRACT AGREEMENT
FY2024 BRIDGE MAINTENANCE
(INVITATION TO BID NO. 24-008)**

THIS CONTRACT, made by and between **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **MASSANA CONSTRUCTION, INC.**, a Georgia corporation with its principal office located at 115 Howell Road, Tyrone, Georgia 30290 (the "CONTRACTOR").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

FY 2024 BRIDGE MAINTENANCE, including, but not limited to, cleaning and sealing deck joints, constructing and extending concrete encasements, repairing undermining, placement of rip rap, re-encasing piles, repair spalling, and related work. The location of the work is at six bridge locations within the City of Alpharetta, Georgia.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **FOUR HUNDRED FORTY-ONE THOUSAND, FOUR HUNDRED TWO AND 00/100 DOLLARS (\$441,402.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth and referenced in ITB No. 24-008, CONTRACTOR'S Bid, including:

- i. the General Conditions;
- ii. Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, 2021 Edition ("GDOT Standard Specifications"), as referenced in the General Conditions and as modified by the Supplemental Specifications;
- iii. the Special Provisions, including any technical specifications for the Project;
- iv. the Plans and Specifications, including all explanatory matter thereof; and
- v. other contract documents as enumerated in Section 101.16 of the General Conditions.

All of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions, and to make payments on account thereof as provided in Section 109 of the GDOT Standard Specifications and as modified and amended by the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances

shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies not inconsistent with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph 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.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract, or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

Contract: **FY2024 Bridge Maintenance**
Contract No.: 24-008

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to achieve final completion of the Work **one hundred fifty (150) calendar days from Notice to Proceed.**

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.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____

Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

MASSANA CONSTRUCTION, INC.

By: _____

Jarod Cheney, President

Attest:

By: _____

Christell Bakken, Corporate Secretary

Date: _____

EXHIBIT "A"

SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal. Enter Bidder name at top.					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all the fields. See end of form as well for bid authorization and contact info.					
4. <u>Verify all amounts entered.</u> This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price. Form will calculate the Bid Price by multiplying Estimated Quantity by Unit Price entered.					
NOTE: It is the City's desire to award the full base scope of work. However, the City reserves the right to eliminate locations from the scope of work to meet budgetary constraints. Each location eliminated from the project scope will reduce the contractual time frame to achieve Final Completion of the Work by twenty (20) calendar days. It is the City's intent to award this contract to a single vendor.					
Pay Item #	Item Description	Quantity	Unit	Unit Price	Item Price
Location #1 - WINDWARD PKWY (WBL) OVER CAMP CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 23,122.00	\$ 23,122.00
210-0100	GRADING COMPLETE	1	LS	\$ 12,000.00	\$ 12,000.00
521-3000	PATCHING CONCRETE BRIDGE	3	SF	\$ 550.00	\$ 1,650.00
SUB-TOTAL FOR LOCATION 1					\$ 36,772.00
Location #2 - WINDWARD PKWY (EBL) OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 22,111.00	\$ 22,111.00
501-3001	STRUCTURAL STEEL	1	LS	\$ 18,000.00	\$ 18,000.00
SUB-TOTAL FOR LOCATION 2					\$ 40,111.00
Location #3 - MANSELL RD (WBL) OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 31,111.00	\$ 31,111.00
449-3800	PREF, PREC, SILI CTD, S-EXP SEAL SYS, BR NO.- 3, BT NO.- 4	43	LF	\$ 80.00	\$ 3,440.00
504-0600	TWENTY-FOUR HOUR ACCELERATED STRENGTH CONC	1	CY	\$ 600.00	\$ 600.00
511-3000	SUPERSTR REINF STEEL, BR NO.- 3 (48)	1	LS	\$ 300.00	\$ 300.00
535-1105	PAINT EXIST STEEL STRUCTURE, BR ID-121-5261-0	1	LS	\$ 20,000.00	\$ 20,000.00
540-1202	REMOVAL OF PARTS OF EXISTING BRIDGE, BR NO.- 3	1	LS	\$ 15,000.00	\$ 15,000.00
603-2024	DUMPED RIP RAP, TP 1, 24 IN	156	SY	\$ 350.00	\$ 54,600.00
603-7000	PLASTIC FILTER FABRIC	156	SY	\$ 3.00	\$ 468.00
SUB-TOTAL FOR LOCATION 3					\$ 125,519.00

SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:					
Location #4 - HAYNES BRIDGE RD OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 31,111.00	\$ 31,111.00
431-1000	GRIND CONC PVMT	180	SY	\$ 120.00	\$ 21,600.00
519-0515	SURFACE PREPERATION	1387	SY	\$ 10.00	\$ 13,870.00
519-0530	POLYMER OVERLAY	1387	SY	\$ 42.00	\$ 58,254.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	2	EA	\$ 250.00	\$ 500.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	EA	\$ 250.00	\$ 500.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	390	LF	\$ 1.00	\$ 390.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	780	LF	\$ 1.00	\$ 780.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	195	GLF	\$ 1.00	\$ 195.00
SUB-TOTAL FOR LOCATION 4					\$ 127,200.00
Location #5 - WINDWARD PKWY OVER BIG CREEK TRIBUTARY					
150-1000	TRAFFIC CONTROL	1	LS	\$ 24,111.00	\$ 24,111.00
210-0100	GRADING COMPLETE - BRIDGE NO. 5	1	LS	\$ 7,000.00	\$ 7,000.00
600-0001	FLOWABLE FILL	2	CY	\$ 2,000.00	\$ 4,000.00
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	86	SY	\$ 350.00	\$ 30,100.00
603-7000	PLASTIC FILTER FABRIC	86	SY	\$ 3.00	\$ 258.00
SUB-TOTAL FOR LOCATION 5					\$ 65,469.00
Location #6 - KIMBALL BRIDGE RD OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 22,111.00	\$ 22,111.00
449-3800	PREF, PREC, SIL CTD, S-EXP SEAL SYS, BR NO. 6 - BT 3	52	LF	\$ 80.00	\$ 4,160.00
449-3800	PREF, PREC, SIL CTD, S-EXP SEAL SYS, BR NO. 6 - BT 4	52	LF	\$ 80.00	\$ 4,160.00
504-0600	TWENTY-FOUR HOUR ACCELERATED STRENGTH CONC	1	CY	\$ 600.00	\$ 600.00
511-3000	SUPERSTR REINF STEEL, BR NO - 6 (49)	1	LS	\$ 300.00	\$ 300.00
540-1202	REMOVAL OF PARTS OF EXISTING BRIDGE, BR NO. - 6	1	LS	\$ 15,000.00	\$ 15,000.00
SUB-TOTAL FOR LOCATION 6					\$ 46,331.00

SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:	
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Location #1 – WINDWARD PKWY (WBL) OVER CAMP CREEK	\$ 36,772.00
Location #2 – WINDWARD PKWY (EBL) OVER BIG CREEK	\$ 40,111.00
Location #3 – MANSELL RD (WBL) OVER BIG CREEK	\$ 125,519.00
Location #4 – HAYNES BRIDGE RD OVER BIG CREEK	\$ 127,200.00
Location #5 – WINDWARD PKWY OVER BIG CREEK TRIBUTARY	\$ 65,469.00
Location #6 – KIMBALL BRIDGE RD OVER BIG CREEK	\$ 46,331.00
GRAND TOTAL	\$ 441,402.00

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 24-008, Bidder certifies that:

A. Bidder has carefully read and understands Bidding Documents;

B. Bidder is familiar with local conditions under which Work is to be performed, including verifying visible conditions;

C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;

D. Bidder has reviewed ITB 24-008 plan set; and

E. Bidder understands that Bidder may not withdraw Bid within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.

Company Name:	MASSANA CONSTRUCTION, INC.
Address:	115 HOWELL RD., TYRONE, GA 30290
Print/Type Name(s) and Title(s) Authorized Signer(s):	JAROD CHENEY, PRESIDENT
Contact Info - Phone Number:	770-616-4629
Contact Info - Email Address:	cheneyj@massanaconstruction.com

SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:	
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Instructions for Bid Form Completion:

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SUB-TOTAL FOR LOCATION 1					\$ 36,772.00

Location #2 - WINDWARD PKWY (EBL) OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 22,111.00	\$ 22,111.00
501-3001	STRUCTURAL STEEL	1	LS	\$ 18,000.00	\$ 18,000.00
SUB-TOTAL FOR LOCATION 2					\$ 40,111.00

Location #3 - MANSELL RD (WBL) OVER BIG CREEK					
150-1000	TRAFFIC CONTROL	1	LS	\$ 31,111.00	\$ 31,111.00
449-3800	PREF, PREC, SILI CTD, S-EXP SEAL SYS, BR NO.- 3, BT NO.- 4	43	LF	\$ 80.00	\$ 3,440.00
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SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:	
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SUB-TOTAL FOR LOCATION 4					\$ 127,200.00

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SUB-TOTAL FOR LOCATION 5					\$ 65,469.00

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SUB-TOTAL FOR LOCATION 6					\$ 46,331.00

SCHEDULE OF ITEMS
FY 2024 BRIDGE MAINTENANCE
ITB # 24-008

Bidder Name:	
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Location #6 - KIMBALL BRIDGE RD OVER BIG CREEK	\$ 46,331.00
GRAND TOTAL	\$ 441,402.00

By completing and submitting this bid price form in response to the City of Alpharetta's ITB 24-008, Bidder certifies that:

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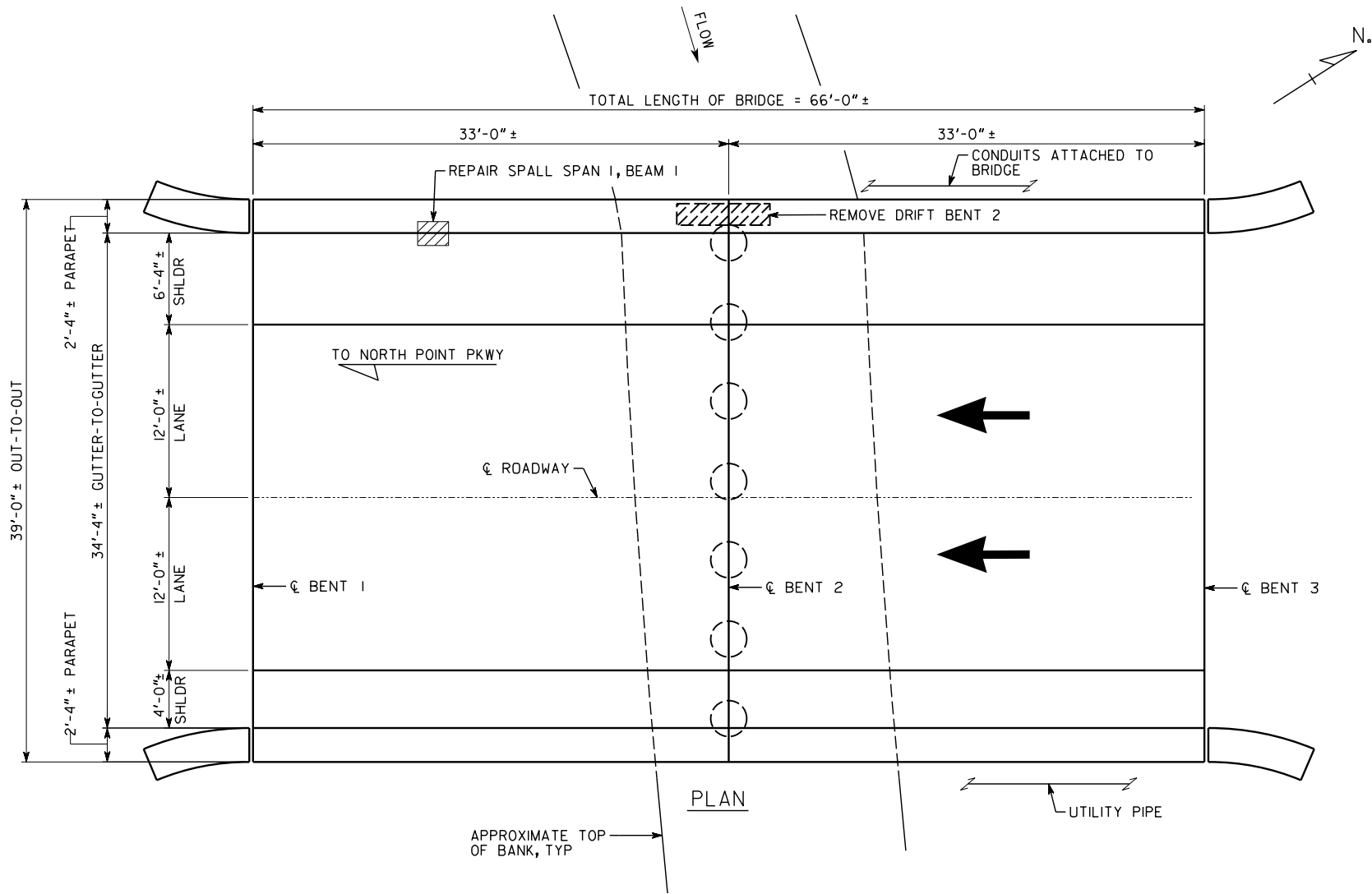
B. Bidder is familiar with local conditions under which Work is to be performed, including verifying visible conditions;

C. Bidder has correlated Bidder's personal observations with requirements of Bidding Documents;

D. Bidder has reviewed ITB 24-008 plan set; and

E. Bidder understands that Bidder may not withdraw Bid within Sixty (60) days after bid due date, and Bidder guarantees that the City has the right to waive informalities and irregularities in Bid received and to accept Bid which, in City's judgment, is in City's own best interests.

Company Name:	MASSANA CONSTRUCTION, INC.
Address:	115 HOWELL RD., TYRONE, GA 30290
Print/Type Name(s) and Title(s) Authorized Signer(s):	JAROD CHENEY, PRESIDENT
Contact Info - Phone Number:	770-616-4629
Contact Info - Email Address:	cheneyj@massanaconstruction.com



BRIDGE REHABILITATION CONSISTS OF

1. REPAIR SPALL ON SPAN 1, BEAM 1.
2. REMOVE DEBRIS FROM BENT 2.

UTILITIES

- 1 - UNKNOWN UTILITY PIPE
- 4 - UNKNOWN CONDUITS

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS ARE NOT AVAILABLE.

EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS.

DRIFT REMOVAL - INCLUDE THE COST TO REMOVE DRIFT IN CONTACT WITH THE BRIDGE IN THE COST FOR 210-0100, GRADING COMPLETE PAY ITEM.

SPALL REPAIRS - REPAIR SPALLS AS SHOWN IN THE PLANS IN ACCORDANCE WITH SECTION 521 OF THE SPECIAL PROVISIONS. CARE SHALL BE TAKEN SO THAT EXISTING REINFORCING STEEL IS NOT DAMAGED. REINFORCEMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY OF ALPHARETTA.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE 1 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
210-0100	LUMP	LS	GRADING COMPLETE - BRIDGE 1
521-3000	3	SF	PATCHING CONCRETE BRIDGE

BRIDGE SERIAL NO. 121-0298-0
BRIDGE NO. 1



CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

WINDWARD PKY WBL OVER CAMP CREEK
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE

MARCH 2023

DRAWING NO.
35-0001

BRIDGE SHEET
1 OF 1

DESIGNED
ADN

CHECKED
JMO

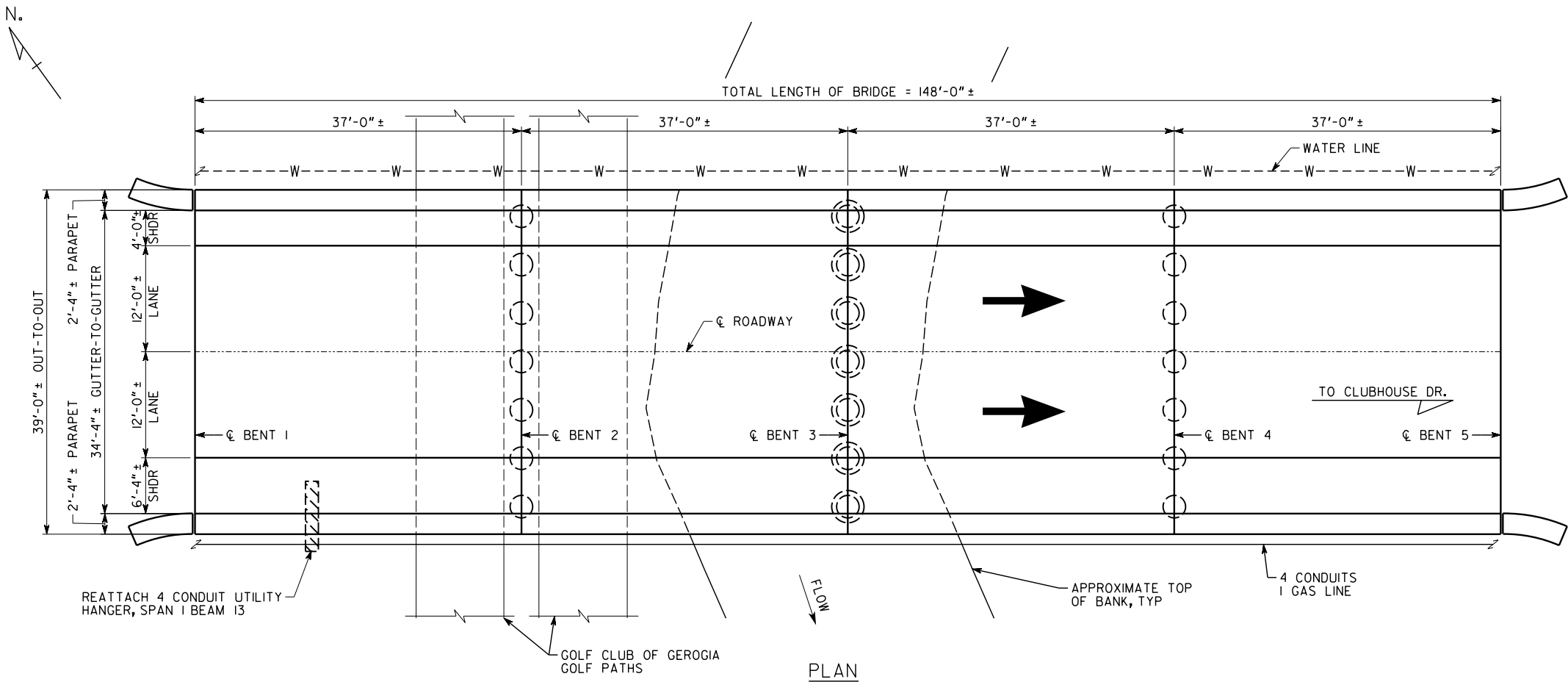
REVIEWED
PAR

DRAWN
ADN

DESIGN GROUP
PAR

APPROVED

1 INCH WHEN PRINTED FULL SIZE



BRIDGE REHABILITATION CONSISTS OF
1. REATTACH 4-CONDUIT UTILITY HANGER IN SPAN 1.

- UTILITIES**
- 1 - UNKNOWN WATER LINE
 - 4 - UNKNOWN CONDUITS
 - 1 - UNKNOWN GAS LINE

- GENERAL NOTES**
- SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.
- TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.
- EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS ARE NOT AVAILABLE.
- EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.
- DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS.
- INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE 2 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
501-3001	LUMP	LS	STR STEEL, BR NO - 2

UTILITY HANGER NOTES:

- TEMPORARILY SUPPORT UTILITY CONDUITS TO REMOVE THE WEIGHT OF THE CONDUITS FROM THE HANGER TO BE REPAIRED. COORDINATE THIS WORK WITH THE UTILITY OWNER AS NECESSARY TO COMPLETE THE REPAIR.
- CONTRACTOR SHALL REUSE EXISTING HOLES IN BOTTOM OF BOX GIRDER. ANCHOR SYSTEMS STILL IN-PLACE SHALL BE REMOVED WITHOUT DAMAGING THE SURROUNDING CONCRETE.
- CONCRETE DROP-IN INTERNALLY THREADED ANCHORS, BOLTS AND WASHERS SHALL BE REPLACED WITH IN-KIND SIZED ASSEMBLIES CURRENTLY IN USE. NEW DROP-IN ANCHORS SHALL BE ASTM A582 TYPE 304 STAINLESS STEEL OR EQUIVALENT. NEW BOLTS AND WASHERS SHALL BE ASTM A276 TYPE 304 STAINLESS STEEL OR EQUIVALENT. INCLUDE THE COST FOR MATERIALS AND INSTALLATION IN THE PAY ITEM 501-3001- STRUCTURAL STEEL.
- SHOULD THE EXISTING HOLES IN THE CONCRETE BOX GIRDER NOT BE VIABLE TO REUSE, THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE PRESTRESSING STRANDS AND REBAR PRIOR TO DRILLING NEW HOLES. CARE SHALL BE TAKEN SO THAT EXISTING REINFORCING STEEL AND STRANDS ARE NOT DAMAGED. ANY DAMAGE BY THE CONTRACTOR SHALL BE CORRECTED AT NO ADDITIONAL COST TO THE CITY OF ALPHARETTA.

BRIDGE SERIAL NO. 121-0629-0
BRIDGE NO. 2



CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

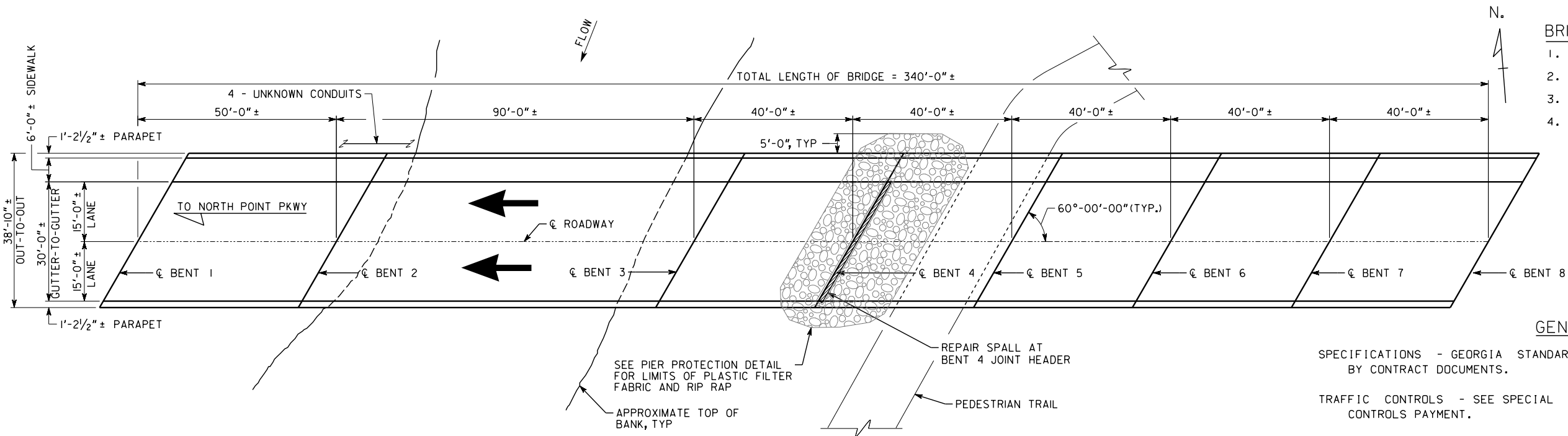
WINDWARD PKY (EBL) OVER BIG CREEK
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE MARCH 2023

DRAWING NO. 35-0002	BY	DESIGNED ADN	CHECKED JMO	REVIEWED PAR
BRIDGE SHEET 1 OF 1	DATE	DRAWN ADN	DESIGN GROUP PAR	APPROVED

1 INCH WHEN PRINTED FULL SIZE



- BRIDGE REHABILITATION CONSISTS OF
1. REPAIR JOINT HEADER AT BENT 4 AHEAD.
 2. REPLACE JOINT AT BENT 4.
 3. CLEAN AND PAINT STEEL PILES AT BENT 4.
 4. REGRADE AROUND PILES AND PLACE RIP RAP AT BENT 4.

UTILITIES
4 - UNKNOWN CONDUITS

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED BY SUBMITTING A REQUEST ON THE GEORGIA DOT WEBSITE AT:

[HTTP://WWW.DOT.GA.GOV/BS/PROJECTS/PROJECTSEARCH](http://www.dot.ga.gov/BS/PROJECTS/PROJECTSEARCH)

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER PRN-8540-2(121) (PROJECT ID 762010)

EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

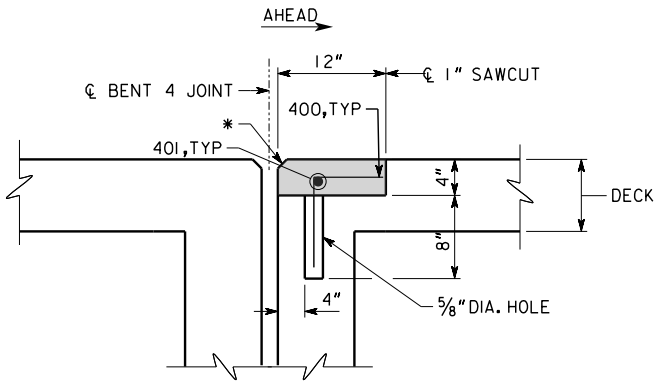
EPOXY RESIN ADHESIVE - APPLY EPOXY RESIN ADHESIVE TYPE II TO ALL HARDENED CONCRETE SURFACES JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT STAGE OF CONSTRUCTION, SEE SECTION 886 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND APPLICATION IN THE OVERALL BID SUBMITTED.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. LIGHT LINES INDICATE THE EXISTING STRUCTURE AND HEAVY LINES INDICATE THE NEW STRUCTURE.

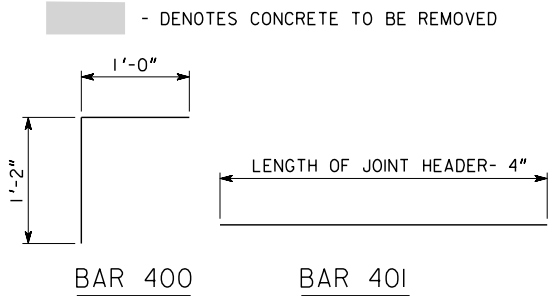
SPALL REPAIRS - REPAIR SPALLS AS SHOWN IN THE PLANS IN ACCORDANCE WITH SECTION 521 OF THE SPECIAL PROVISIONS. CARE SHALL BE TAKEN SO THAT EXISTING REINFORCING STEEL IS NOT DAMAGED. REINFORCEMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY OF ALPHARETTA.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE SERIAL NO. 121-5261-0
BRIDGE NO. 3



JOINT HEADER REPAIR



HEADER NOTES:

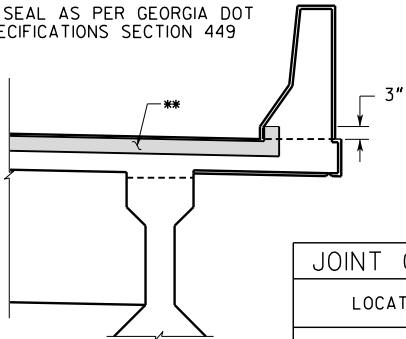
1. LENGTH OF HEADER IS MEASURED FROM GUTTER TO GUTTER ALONG BRIDGE SKEW.
2. CARE SHALL BE EXERCISED IN THE REMOVAL OF EXISTING CONCRETE. MAKE SAW CUTS VERTICAL, NO MORE THAN 1" TO RETAIN EXISTING REINFORCEMENT. REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.
3. LOCATE AND DRILL DOWEL HOLES TO AVOID EXISTING REINFORCEMENT.
4. DRILL 5/8" DIAMETER HOLES 4" FROM EDGE OF CONCRETE AT 1'-6" SPACING.
5. FIELD CUT LEGS OF BAR 400 TO MAINTAIN 2" CLEARANCE. INSTALL VIII EPOXY INTO DOWEL HOLES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. TWIST 400 BAR TO MAINTAIN 2" CLEARANCE.
6. BAR 401 MAY BE PLACED IN SECTIONS WITH 1'-3" MINIMUM LAP.
7. APPLY TYPE II EPOXY RESIN ADHESIVE TO CONCRETE SURFACE PRIOR TO POURING NEW CONCRETE.

*8. FORM VERTICAL FACE OF HEADER WITH 1/2" CHAMFER.

NOTES:

1. CONTRACTOR TO VERIFY JOINT OPENING PRIOR TO ORDERING MATERIALS.
2. INCLUDE ALL COSTS ASSOCIATED WITH THE FURNISHING AND INSTALLING PREFORMED SILICONE COATED SELF-EXPANDING SEALANT IN THE PRICE BID FOR PAY ITEM 449-3800 AND SEE SPECIAL PROVISIONS FOR FURTHER REQUIREMENTS.

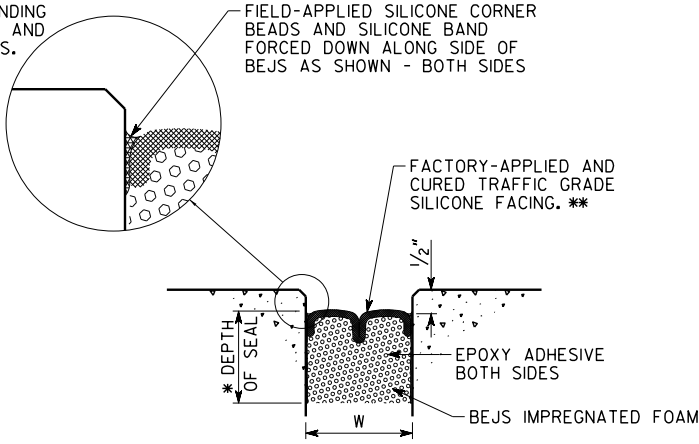
** SEAL AS PER GEORGIA DOT SPECIFICATIONS SECTION 449



TRANSVERSE SECTION

JOINT OPENING (W)	
LOCATION	W
BENT 4	1" ±

NOTE: W DENOTES SEAL WIDTH PRIOR TO INSTALLATION



LONGITUDINAL SECTION

* USE DEPTH OF SEAL AS PER THE MANUFACTURERS SPECIFICATIONS
** WIDTHS UNDER 1-INCH HAVE A CONVEX SINGLE-BELLOWS SURFACE. WIDTHS FROM 1-INCH TO 4-INCHES HAVE A DUAL-BELLOWS SURFACE.

EXPANSION JOINT DETAILS

BRIDGE 3 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
449-3800	43	LF	PREF, PREC, SILI CTD, S-EXP SEAL SYS, BR NO.- 3, BT NO.- 4
504-0600	1	CY	TWENTY-FOUR HOUR ACCELERATED STRENGTH CONC
511-3000	LUMP	LS	SUPERSTR REINF STEEL, BR NO.- 3 (48)
535-1105	LUMP	LS	PAINT EXIST STEEL STRUCTURE, BR ID-121-5261-0
540-1202	LUMP	LS	REMOVAL OF PARTS OF EXISTING BRIDGE, BR NO.- 3
603-2024	156	SY	STN DUMPED RIP RAP, TP 1, 24 IN
603-7000	156	SY	PLASTIC FILTER FABRIC

1 INCH WHEN PRINTED FULL SIZE

DRAWING NO.
35-0003
BRIDGE SHEET
1 OF 2

DATE	REVISIONS	BY

POND
Architects ■ Engineers ■ Planners

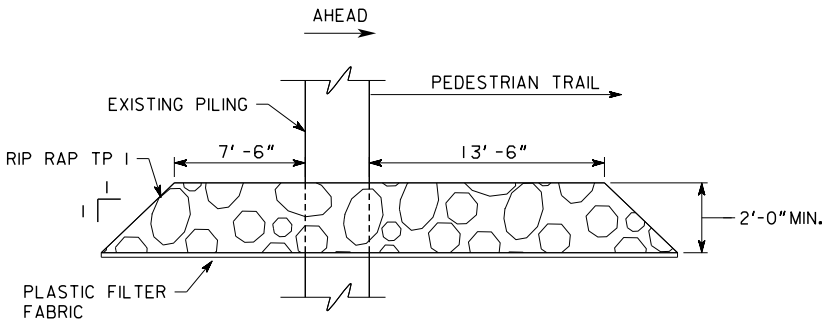
CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

**MANSELL RD (WBL) OVER BIG CREEK
BRIDGE REHABILITATION**

FULTON COUNTY

SCALE: NONE
MARCH 2023

DESIGNED ADN	CHECKED JMO	REVIEWED PAR
DRAWN ADN	DESIGN GROUP PAR	APPROVED



PIER PROTECTION DETAIL

PIER PROTECTION NOTES:
(BENT 4)

1. PAINTING OF THE PILES SHALL BE COMPLETED PRIOR TO THE RIP RAP INSTALLATION
2. PLACE NEW RIP RAP WITH CARE NOT TO DAMAGE EXISTING STEEL PILES.
3. ALL EXISTING GRADE LINES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING ANY MATERIAL SHOWN ON THE CONTRACT PLANS.
4. RIP RAP SHALL BE PLACED IN A MANNER THAT WILL PRODUCE REASONABLY WELL-GRADED MASS OF STONE WITH SMALLER STONE FRAGMENTS FILLING IN THE SPACE BETWEEN LARGER STONES, SO AS TO REDUCE MINIMUM VOID SPACING.
5. THE GROUND SURFACE ON WHICH THE RIP RAP IS TO BE PLACED SHALL BE FREE OF BRUSH, TREES, FORIEGN DEBRIS, AND OTHER OBJECTIONABLE MATERIAL.

PAINTING NOTES

1. CLEAN AND PAINT EXISTING PILES AT BENT 4, 5'-0" VERTICALLY FROM CURRENT GROUNDLINE ELEVATIONS WITH SPECIAL PROTECTIVE COATING 2P IN ACCORDANCE WITH SECTIONS 520 AND 535 OF THE GEORGIA DOT SPECIFICATIONS. ALL COSTS FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR 535-1135 PAINT EXISTING STEEL STRUCTURE.
2. TOTAL ESTIMATED AREA OF STEEL TO BE PAINTED IS 153 SF. PRIOR TO BIDDING, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MEASURE AND VERIFY THE AREA OF STEEL TO BE PAINTED.
3. NO MODIFICATION OF THE STEEL PILES IS ALLOWED, INCLUDING BUT NOT LIMITED TO PUNCTURING, CUTTING, WELDING, OR OTHER OPERATIONS WHICH MODIFY THE STRUCTURAL INTEGRITY OF THE BRIDGE. REPAIR ANY DAMAGES TO THE STEEL PILES CAUSED BY THE BLAST CLEANING OR ANY OTHER RELATED OPERATIONS, AT NO CHARGE TO THE CITY. ALL REPAIRS ARE TO BE APPROVED BY THE ENGINEER.
4. ALL CONCRETE AND DECK WORK SHALL BE COMPLETED PRIOR TO BEGINNING PAINTING WORK.

BRIDGE SERIAL NO. 121-5261-0
BRIDGE NO. 3



CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

MANSELL RD (WBL) OVER BIG CREEK
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE

MARCH 2023

DRAWING NO.
35-0004

BRIDGE SHEET
2 OF 2

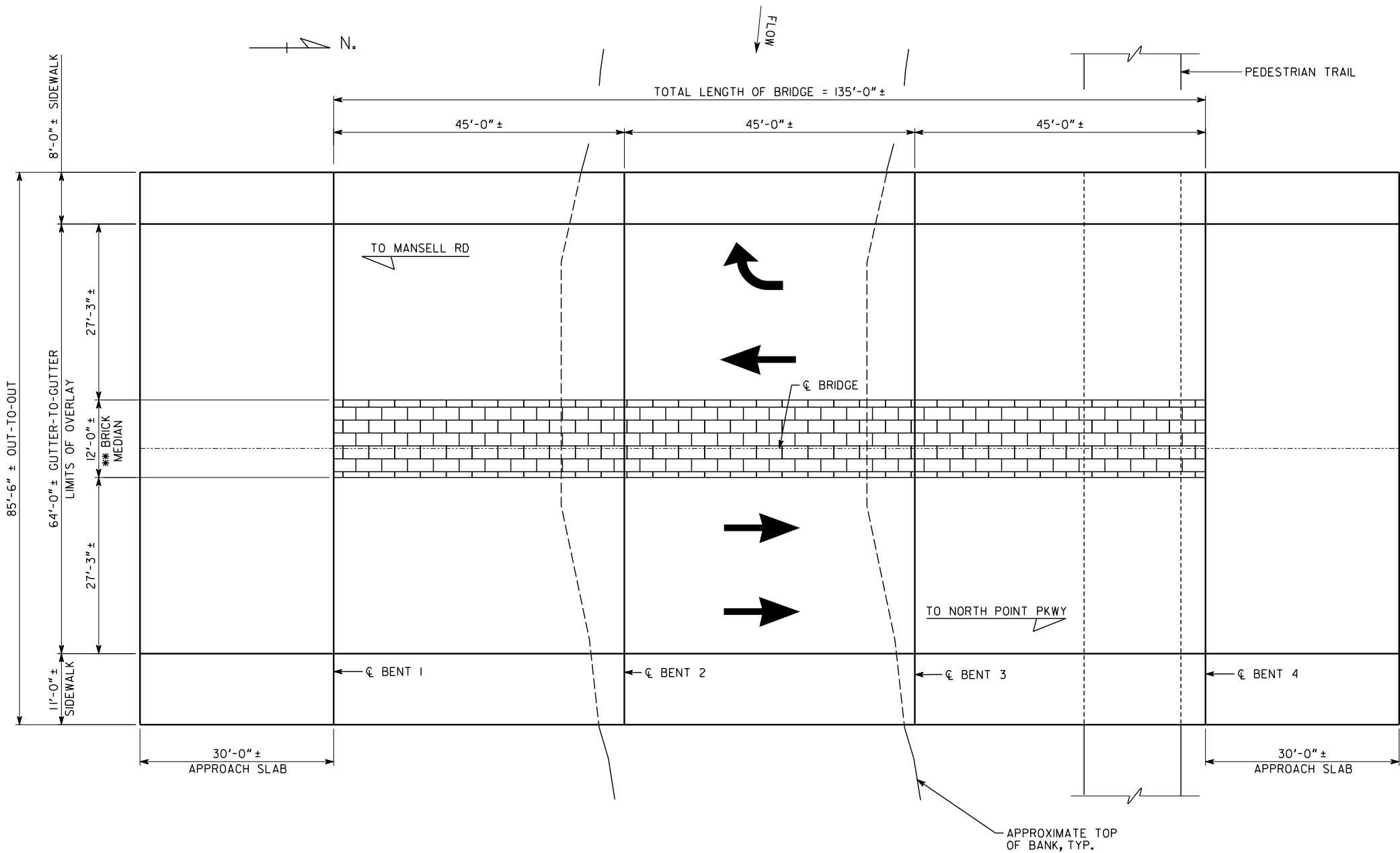
DATE	REVISIONS	BY

DESIGNED **ADN**
DRAWN **ADN**

CHECKED **JMO**
DESIGN GROUP **PAR**

REVIEWED **PAR**
APPROVED

1 INCH WHEN PRINTED FULL SIZE



PLAN

NOTES:

** 1. LIMITS OF STAMPED CONCRETE BRICK MEDIAN TO BE REMOVED. SEE GENERAL NOTES.

BRIDGE REHABILITATION CONSISTS OF

1. REMOVE STAMPED CONCRETE BRICK MEDIAN.
2. INSTALL NEW POLYMER OVERLAY ON BRIDGE DECK.

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS ARE NOT AVAILABLE.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. LIGHT LINES INDICATE THE EXISTING STRUCTURE AND HEAVY LINES INDICATE THE NEW STRUCTURE.

BRICK MEDIAN REMOVAL - GRIND THE WIDTH OF THE MEDIAN THE ENTIRE LENTH OF THE BRIDGE TO REMOVE THE EXISTING STAMPED CONCRETE BRICK PATTERN IN ACCORDANCE WITH SECTION 431 OF THE GEORGIA DOT SPECIFICATIONS. GRIND THE MEDIAN FLUSH WITH ADJACENT TRAVEL LANES. THIS WORK SHALL BE COMPLETED PRIOR TO BEGINNING THE SURFACE PREPARATION FOR THE POLYMER OVERLAY INSTALLATION.

POLYMER OVERLAY - THE SURFACE OF THE BRIDGE DECK AND APPROACH SLABS FROM GUTTER LINE TO GUTTER LINE SHALL BE OVERLAYED WITH A TWO-PART POLYMER BRIDGE DECK OVERLAY. THE OVERLAY SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE 4 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
431-1000	180	SY	GRIND CONC PVMT
519-0515	1387	SY	SURFACE PREPERATION
519-0530	1387	SY	POLYMER OVERLAY
653-0110	2	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 1
653-0120	2	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2
653-1501	390	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE
653-1502	780	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW
653-3501	195	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE

BRIDGE SERIAL NO. 121-5273-0
BRIDGE NO. 4



CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

HAYNES BRIDGE RD OVER BIG CREEK
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE

MARCH 2023

DRAWING NO.
35-0005

BRIDGE SHEET
1 OF 1

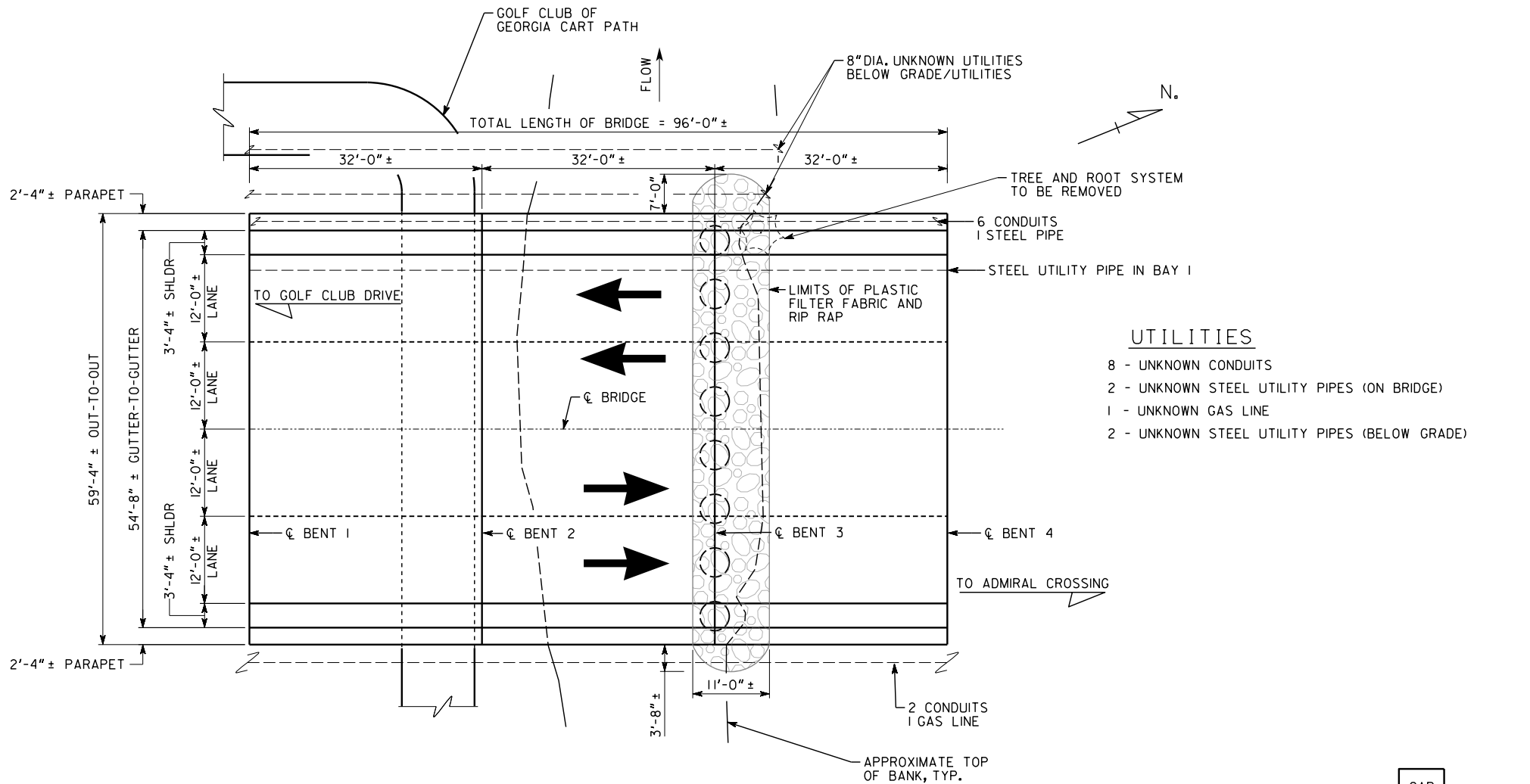
DATE	REVISIONS	BY

DESIGNED **ADN**
DRAWN **ADN**

CHECKED **JMO**
DESIGN GROUP **PAR**

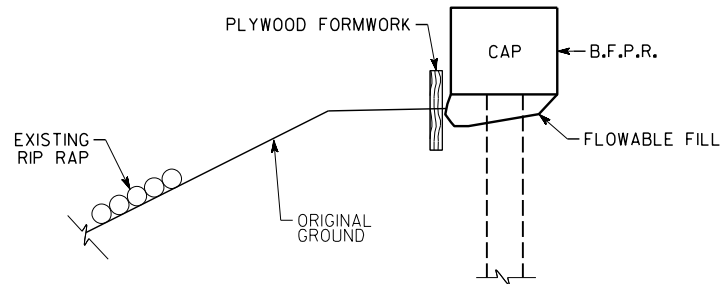
REVIEWED **PAR**
APPROVED

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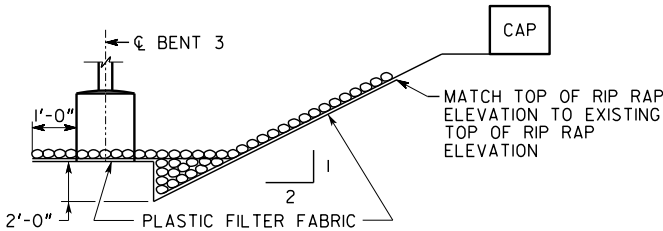


UNDERMINING REPAIR NOTES:

1. REMOVE ANY LOOSE DEBRIS, VEGETATION AND SOIL FROM VOID UNDER CAP.
2. CUT AND PLACE FORMWORK AGAINST FACE OF CAP AND TRENCH IN SOIL AS REQUIRED IN ORDER TO FORM A SEAL ALONG BOTTOM EDGE OF THE PLYWOOD FORMWORK.
3. FILL VOID WITH FLOWABLE FILL.
4. ALLOW TO FULLY CURE.
5. REMOVE FORMWORK.



UNDERMINING REPAIR DETAIL
END BENT 4



RIP RAP DETAIL

SLOPE REPAIR NOTES: (BENT 3)

1. REGRADE BENT 4 ENDROLL IN A MANNER TO RE-ESTABLISH A 2:1 SLOPE WITH THE TOE OF THE SLOPE TERMINATING AHEAD OF BENT 3.
2. PLACE NEW RIP RAP WITH CARE NOT TO DAMAGE EXISTING STEEL PILES AND ENCASEMENTS.
3. ALL EXISTING GRADE LINES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING ANY MATERIAL SHOWN ON THE CONTRACT PLANS.
4. RIP RAP SHALL BE PLACED IN A MANNER THAT WILL PRODUCE REASONABLY WELL-GRADED MASS OF STONE WITH SMALLER STONE FRAGMENTS FILLING IN THE SPACE BETWEEN LARGER STONES, SO AS TO REDUCE MINIMUM VOID SPACING.
5. THE GROUND SURFACE ON WHICH THE FILTER FABRIC AND RIP RAP IS TO BE PLACED SHALL BE FREE OF BRUSH, TREES, FOREIGN DEBRIS, AND OTHER OBJECTIONABLE MATERIAL.

BRIDGE REHABILITATION CONSISTS OF

1. REMOVE TREE AND ROOT SYSTEM AT PILE 1, BENT 3.
2. REGRADE ENDROLL AT BENT 4 TO RE-ESTABLISH 2:1 SLOPE
3. PLACE RIP RAP AS SHOWN
4. REPAIR END BENT 4 UNDERMINING.

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS ARE NOT AVAILABLE.

EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. LIGHT LINES INDICATE THE EXISTING STRUCTURE AND HEAVY LINES INDICATE THE NEW STRUCTURE.

SLOPE REPAIR - INCLUDE THE COST OF TREE AND STUMP REMOVAL, AND THE REGRADING OF THE ENDROLL AT BENT 4 IN THE COST FOR 210-0100, GRADING COMPLETE.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE 5 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
210-0100	LUMP	LS	GRADING COMPLETE - BRIDGE NO. 5
600-0001	2	CY	FLOWABLE FILL
603-2024	86	SY	STN DUMPED RIP RAP, TP 1, 24 IN
603-7000	86	SY	PLASTIC FILTER FABRIC

BRIDGE SERIAL NO. 121-5286-0
BRIDGE NO. 5

POND
Architects ■ Engineers ■ Planners

CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

WINDWARD PKWY OVER BIG CREEK TRIBUTARY
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE

MARCH 2023

DRAWING NO.
35-0006

BRIDGE SHEET
1 OF 1

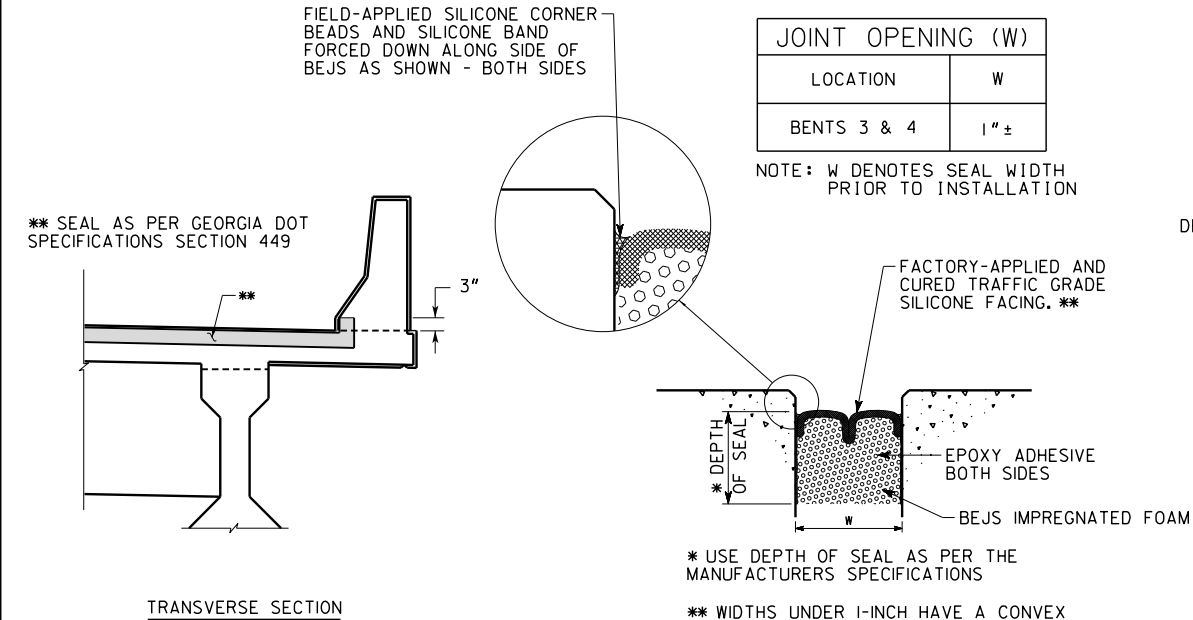
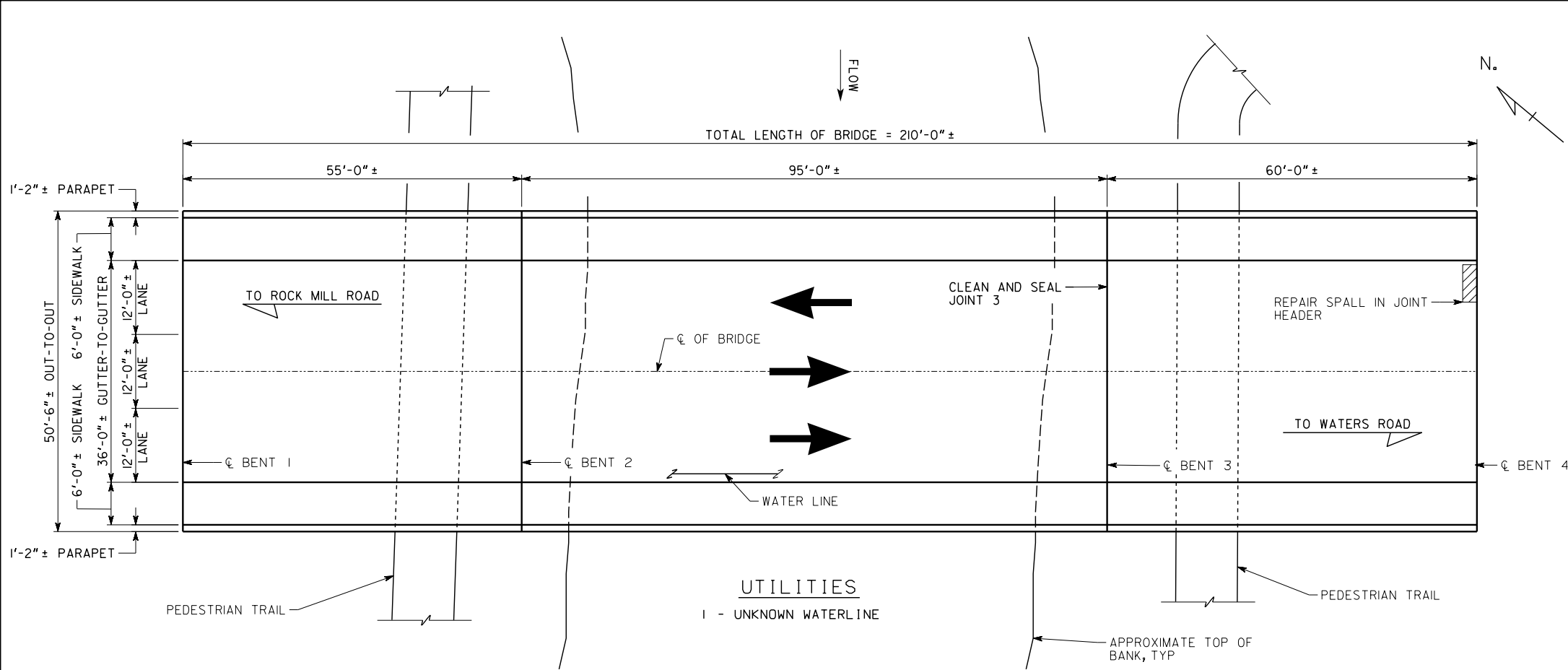
DATE	REVISIONS	BY

DESIGNED ADN
DRAWN ADN

CHECKED JMO
DESIGN GROUP PAR

REVIEWED PAR
APPROVED

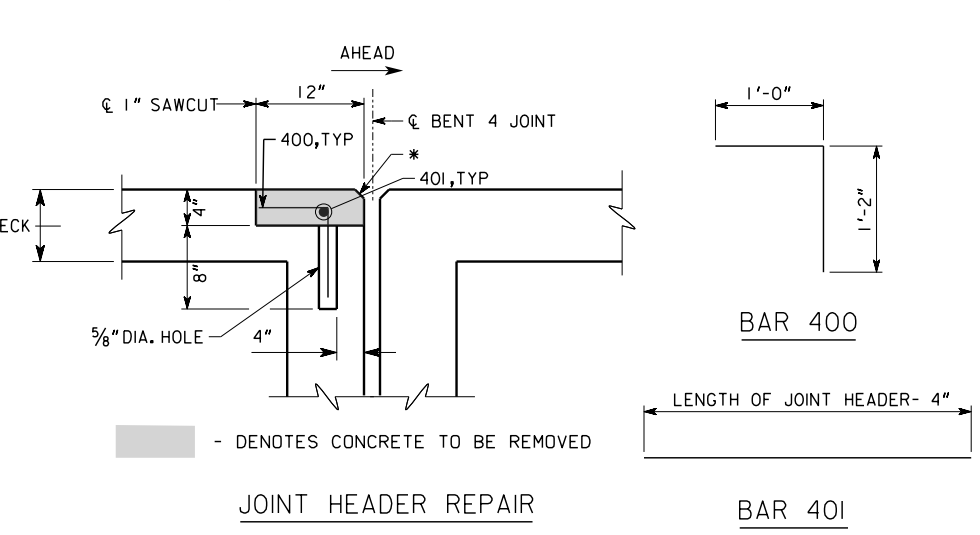
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NOTES:

- CONTRACTOR TO VERIFY JOINT OPENING PRIOR TO ORDERING MATERIALS.
- INCLUDE ALL COSTS ASSOCIATED WITH THE FURNISHING AND INSTALLING PREFORMED SILICONE COATED SELF-EXPANDING SEALANT IN THE PRICE BID FOR PAY ITEM 449-3800 AND SEE SPECIAL PROVISIONS FOR FURTHER REQUIREMENTS.

EXPANSION JOINT DETAILS



JOINT HEADER REPAIR

HEADER NOTES:

- LENGTH OF HEADER IS MEASURED FROM GUTTER TO GUTTER ALONG BRIDGE SKEW.
- CARE SHALL BE EXERCISED IN THE REMOVAL OF EXISTING CONCRETE. MAKE SAW CUTS VERTICAL, NO MORE THAN 1" TO RETAIN EXISTING REINFORCEMENT. REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.
- LOCATE AND DRILL DOWEL HOLES TO AVOID EXISTING REINFORCEMENT.
- DRILL 5/8" DIAMETER HOLES 4" FROM EDGE OF CONCRETE AT 1'-6" SPACING.
- FIELD CUT LEGS OF BAR 400 TO MAINTAIN 2" CLEARANCE. INSTALL VIII EPOXY INTO DOWEL HOLES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. TWIST 400 BAR TO MAINTAIN 2" CLEARANCE.
- BAR 40I MAY BE PLACED IN SECTIONS WITH 1'-3" MINIMUM LAP.
- APPLY TYPE II EPOXY RESIN ADHESIVE TO CONCRETE SURFACE PRIOR TO POURING NEW CONCRETE.
- FORM VERTICAL FACE OF HEADER WITH 1/2" CHAMFER.

BRIDGE REHABILITATION CONSISTS OF

- CLEAN AND SEAL BENT 3 JOINT
- REPAIR SPALL IN SLAB AT ABUTMENT 4

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2021 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

TRAFFIC CONTROLS - SEE SPECIAL PROVISIONS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROLS PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED BY SUBMITTING A REQUEST ON THE GEORGIA DOT WEBSITE AT:
[HTTP://WWW.DOT.GA.GOV/BS/PROJECTS/PROJECTSEARCH](http://www.dot.ga.gov/BS/PROJECTS/PROJECTSEARCH)

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER BRZLB-0121-00(017) (PROJECT ID 771270)

EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

EPOXY RESIN ADHESIVE - APPLY EPOXY RESIN ADHESIVE TYPE II TO ALL HARDENED CONCRETE SURFACES JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT STAGE OF CONSTRUCTION, SEE SECTION 886 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND APPLICATION IN THE OVERALL BID SUBMITTED.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. LIGHT LINES INDICATE THE EXISTING STRUCTURE AND HEAVY LINES INDICATE THE NEW STRUCTURE.

SPALL REPAIRS - REPAIR SPALLS AS SHOWN IN THE PLANS IN ACCORDANCE WITH SECTION 521 OF THE SPECIAL PROVISIONS. CARE SHALL BE TAKEN SO THAT EXISTING REINFORCING STEEL IS NOT DAMAGED. REINFORCEMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY OF ALPHARETTA.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, WATERPROOFING, JOINT FILLERS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

BRIDGE 6 SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
150-1000	LUMP	LS	TRAFFIC CONTROL
449-3800	52	LF	PREF, PREC, SIL CTD, S-EXP SEAL SYS, BR NO. 6 - BT 3
449-3800	52	LF	PREF, PREC, SIL CTD, S-EXP SEAL SYS, BR NO. 6 - BT 4
504-0600	1	CY	TWENTY-FOUR HOUR ACCELERATED STRENGTH CONC
511-3000	LUMP	LS	SUPERSTR REINF STEEL, BR NO - 6 (49)
540-1202	LUMP	LS	REMOVAL OF PARTS OF EXISTING BRIDGE, BR NO. - 6

BRIDGE SERIAL NO. 121-5352-0
BRIDGE NO. 6



CITY OF ALPHARETTA
PUBLIC WORKS DEPARTMENT

KIMBALL BRIDGE RD OVER BIG CREEK
BRIDGE REHABILITATION

FULTON COUNTY

SCALE: NONE MARCH 2023

DRAWING NO. 35-0007	BRIDGE SHEET 1 OF 1	DESIGNED ADN	CHECKED JMO	REVIEWED PAR
		DRAWN ADN	DESIGN GROUP PAR	APPROVED

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 24-008

ITB Title: FY2024 Bridge Maintenance



ITB SPECIFICATIONS; BIDDING INSTRUCTIONS

1. ITB Period of Non-communication

The no communication period starts on the issue date of this ITB September 21, 2023 and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

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

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

2. Procurement Agent, Single Point of Contact

Debora Westbrook is the Procurement Agent and Single Point of Contact for this ITB and is the only contact representing the City for this ITB.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. 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. ITB Schedule of Events, Addenda, Additional Communications

1. **Bidding Close Date, Deadline for Submissions: October 19, 2023; 10:00 AM.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this ITB.
4. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the ITB document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a bid. You must respond using any updated information.
8. **Zoom Public Bid Opening Details, October 19, 2023; 10:00 AM**
ITB 24-008 Public Bid Opening FY 2024 Bridge Maintenance
Join Zoom Meeting
<https://us06web.zoom.us/j/3051332793?pwd=D5bwdNpVvwYwWYbgicKbjXUast3oGB.1>
Meeting ID: 305 133 2793
Passcode: BidOpening

March 2023

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City is requesting bids from qualified contractors to provide all materials, labor, and equipment for the **FY 2024 BRIDGE MAINTENANCE** project. The project scope includes, but is not limited to, grading, patching, painting, cleaning and sealing deck joints, constructing and extending concrete encasements, repairing undermining, placement of rip rap, re-encasing piles, repair spalling, and related work. The location of the work is at multiple bridges - within the City of Alpharetta, Georgia.

2. Specifications

The Bidder shall comply with all specifications set forth in the following. Appendix A and Appendix B are provided as a separate document and are included in this document by reference only.

- A. Georgia Department of Transportation's "Standard Specifications Construction of Transportation Systems", 2021 Edition as modified and expanded by:
 - a. Appendix A – General Conditions.
- B. All Special Provisions set forth in Appendix B

3. Project Specific Requirements

- A. The Bidder shall commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion of the Work in one-hundred eighty (180) calendar days from Notice to Proceed.**
- B. The Bidder shall be responsible for performing with their own organization at least thirty percent (30%) of the work in this contract. The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- C. The cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.
- D. Construction is only permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Work on Saturday is only allowable with a minimum 72 hours of advance notice and is only permitted between the hours of 9:00 AM and 5:00 PM. Work on Sunday is not permitted.
- E. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and must comply with MUTCD standards.

- F. Should the Contractor desire to utilize police officers as part of their traffic control, only City of Alpharetta Police may be so utilized. Contact Captain Tommy Simpson (678-297-6330) with the City of Alpharetta Department of Public Safety. All traffic control costs shall be incorporated into the unit price for the associated line items.
- G. The Contractor shall be responsible for all required testing as set forth in the appropriate sections of the Georgia Department of Transportation's Standard Specifications for Construction of Transportation Systems (2021 Edition) as modified and expanded by the project manual and plans. Testing services must be provided by an independent source. All testing costs shall be incorporated into the unit price for the associated line items.
- H. It is the City's desire to award the full base scope of work. However, the City reserves the right to eliminate locations from the scope of work to meet budgetary constraints.
 - a. Each location eliminated from the project scope will reduce the contractual time frame to achieve Final Completion of the Work by twenty (20) calendar days.
 - b. It is the City's intent to award this contract to a single vendor.

4. Scope of Work

The following is a summary of the tasks to be accomplished at each bridge location. All work shall be done in conformance with the plans prepared by Pond & Company.

A. Location #1 - Windward Pkwy Westbound Lanes over Camp Creek

- a. Traffic Control.
- b. Grading Complete
- c. Patching Concrete Bridge.

B. Location #2 - Windward Pkwy Eastbound Lanes over Big Creek

- a. Traffic Control.
- b. Structural Steel

C. Location #3 - Mansell Rd Westbound Lanes over Big Creek

- a. Traffic Control.
- b. Preformed, Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 4.
- c. Twenty-Four Hour Accelerated Strength Concrete.
- d. Superstructure Reinforcement Steel (48). The pay item is a lump sum; the 48 is an estimated number of pounds as information to the contractor, but lump sum is how payment should be made.
- e. Paint Existing Steel Structure.
- f. Removal of Parts of Existing Bridge.
- g. Stone Dumped Rip Rap, Type 1, 24 in.
- h. Plastic Filter Fabric.

D. Location #4 – Haynes Bridge Rd over Big Creek

- a. Traffic Control.
- b. Grind Concrete Pavement.
- c. Surface Preparation.
- d. Polymer Overlay.
- e. Thermoplastic Pavement Marking, Arrow, Type 1.
- f. Thermoplastic Pavement Marking, Arrow, Type 2.
- g. Thermoplastic Solid Traf Stripe, 5 in, White.
- h. Thermoplastic Solid Traf Stripe, 5 in, Yellow.
- i. Thermoplastic Skip Traf Stripe, 5 in, White.

E. Location #5 – Windward Pkwy over Big Creek Tributary

- a. Traffic Control.
- b. Grading Complete.
- c. Flowable Fill.
- d. Stone Dumped Rip Rap, Type 1, 24 in.
- e. Plastic Filter Fabric.

F. Location #6 – Kimball Bridge Rd over Big Creek

- a. Traffic Control.
- b. Preformed, Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 3.
- c. Preformed, Pre-compressed, Silicone Coated, Self-Expanding Sealant System, Bent Number 4.
- d. Twenty-Four Hour Accelerated Strength Concrete.
- e. Superstructure Reinforced Steel, (49). → The pay item is a lump sum; the 49 is an estimated number of pounds as information to the contractor, but lump sum is how payment should be made.
- f. Removal of Parts of Existing Bridge.

5. Public Works Construction

According to Georgia Public Works Law, public works construction means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property *other than* road construction or the routine operation, repair, or maintenance of existing structures, buildings or real property.

- i. See Appendix A: General Conditions (provided in a separate document) for any possible federal, state, and/or local permits for this project.

- ii. All anticipated rights of way and/or easements required for this project have been obtained. The work is within City-owned right of way.
- iii. The Schedule of Items form will be used as the primary representation of each Bidder's cost/price. Award of this project will be by base bid plus any selected alternates.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your bid: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all bids by online response only. You must upload completed bids online before the closing date and time found in Project Details of the project web page for this ITB.
- 1.3. Don't send bids by mail, fax, or email. We will not accept paper copy bids. We will not accept any bids after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading bid documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.
- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your bid upload. This confirms that you have successfully turned in your bid with all required information.
- 1.6. You can update your bid at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed in the project web page and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your bid until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Bid Documents and Formats

- ❖ Each bid must follow these document formats.

- Failure to follow these formats will reduce our review team's ability to review and evaluate supplied information.
- Format your documents using this outline:
 - ☐ no more than seven (7) pages per document,
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color, and
 - ☐ upload documents in PDF format.

3. Bid Submittal Instructions

IMPORTANT NOTE: By submitting a bid to the City in response to this ITB, Bidder acknowledges the understanding that each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to Public inspection.

For any information required to submit a response to the ITB that may be confidential information, matters involving individual safety, or other required information that may be exempt from public disclosure, Bidders must include this information on a separate page(s) within the bid package with the page(s) clearly marked at the top of page(s), **CONFIDENTIAL INFORMATION**. City Procurement will review and separate out any information that meets the referenced exceptions to disclosure as public record. (*See ITB 24-008 Information and Contract document for more details*)

- A. **Cover Letter with Brief Business Profile**, include a brief business profile length of time in business, and a summary describing strong points and why your firm's/team's experience, particularly with similar projects, will benefit the City.
- B. **Business information**, including business name and home office address. If another office address oversees work of this project, add that address information too.
- C. **Contact**, one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information in the bid:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.
- D. **References**. Supply a minimum of three references for work or services similar in scope, specifications, and complexity to the project in this ITB (don't include the City of Alpharetta). These references must be for work or services provided by your company within the last five years. Also supply a list of three active projects or upcoming projects, awarded and yet to begin.

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

4. Bid Bond

We require bid bond equal to 5% of Grand Total bid price as listed in the ITB 24-008 Schedule of Items. A bid bond form has been supplied as a separate document for you to download and have completed by your surety. Return the completed bid bond to us as a separate document. All information must be readable including all seals (ex: Notary Seal).

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid shall be returned to the **BIDDER**.

5. Schedule of Items, Bid Pricing

We have supplied a Schedule of Items form for you to complete. It is in Excel format for you to complete and upload as a separate document with your bid response.

It is the City's desire to award the full base scope of work. However, the City reserves the right to eliminate locations from the scope of work to meet budgetary constraints. Each location eliminated from the project scope will reduce the contractual time frame to achieve Final Completion of the Work by twenty (20) calendar days. It is the City's intent to award this contract to a single vendor.

6. Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.
 - A. **IRS Form W-9**
 - B. **Bidder's Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

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

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

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A,B,Cs.

- ⊗ It's different from your Tax ID, Employer Identification, or Social Security Number.
- ⊗ It won't have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as ITB title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed
- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

7. Questionnaire

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

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

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

Information requests and response types are as follows:

- Authorized signer for contract execution in DocuSign: Name, business title, email address, text entry.
- Contact for legal notices-needed for contracting: Business name and mailing address, contact name, text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledge Addenda, enter the number of addenda received: 0, 1, 2, etc.
- Acknowledge Insurance Requirement, Yes, No entry.
- Acknowledge Performance and Payment Bonds, Retainage, Yes, No entry.



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Prepared By: Michael Woodman

Sponsored By: Staff Initiated

Meeting Date: December 18, 2023

I. AGENDA ITEM TITLE: CITY OF ALPHARETTA WATER EFFICIENCY

CONSIDERATION OF A RESOLUTION AUTHORIZING TRANSMITTAL OF THE MODEL FINDINGS RESOLUTION AND LOCAL AMENDMENTS TO THE PLUMBING CODE TO DCA.

II. RECOMMENDATION:

Approve a resolution authorizing the transmittal of the Model Findings Resolution and local amendments to the Plumbing Code to the Georgia Department of Community Affairs (DCA).

III. REPORT IN BRIEF:

The Metropolitan North Georgia Water Planning District was created by the Georgia General Assembly in 2001 in order to preserve and protect water resources in the 15-county metropolitan Atlanta area. As part of that mandate, the District has created a series of required measures each city, county, and utility in the 15-county metropolitan Atlanta area must adopt and follow. These measures are spelled out in the Water Resources Management Plan (Plan). In December 2022, the District adopted updates to the Plan. One of the revised measures (WSWC-8) requires each local government to adopt and enforce water efficiency code requirements. This ordinance is adopted as a local amendment to the Georgia State Minimum Standard Plumbing Code and is required to be presented to the Georgia Department of Community Affairs (DCA) by prior to local adoption. The specific updates pertain to indoor plumbing fixtures and outdoor landscape irrigation efficiencies.

IV. ALTERNATIVES:

Georgia Environmental Protection Division (Georgia EPD) enforces the Plan and audits cities, counties, and utilities for compliance. Failure to comply could result in enforcement actions from EPD including no longer being eligible for funding or grants and Municipal Separate Storm Sewer System (MS4) non-compliance.

V. ATTACHMENTS:

Model Findings Resolution and Local Amendments to the Plumbing Code



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA FINDINGS ON PROPOSED LOCAL
AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY
SUBMISSION OF PROPOSED AMENDMENT TO DCA**

WHEREAS, the current minimum water efficiency requirements for buildings in the City of Alpharetta is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

WHEREAS, the City of Alpharetta, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

WHEREAS, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Alpharetta and water efficiency is essential to meeting this need;

WHEREAS, the "Local Amendments to Plumbing Code" shown in the redline in "Attachment A" are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

WHEREAS, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the City of Alpharetta is a part, water conservation is especially important to the City of Alpharetta and the Metro Water District; and

WHEREAS, the City of Alpharetta has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

1. The governing body of the City of Alpharetta finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;

2. The City of Alpharetta is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the

form of the Local Amendments to Plumbing Code shown in the redline in "Attachment A"; and

3. The City of Alpharetta is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).

SO RESOLVED this ____ day of December ____.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney

Attachment A
LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY

Amendment to local code of ordinances Chapter 8, Article V. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Alpharetta as follows:

Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR. A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8~~2.0~~ gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR. A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2~~5~~ gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

LANDSCAPE IRRIGATION.

Flow sensor. An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

Lawn or Landscape Irrigation system. An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. Is a weather-based or soil moisture-based irrigation controllers, labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.
WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

SHOWER HEAD. A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense Specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.~~

Chapter 6, Section 604.4 Maximum Flow and Water Consumption. Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

Exceptions:

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ~~service~~ sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY ^b
Lavatory <u>faucet and replacement aerators</u> , private	<u>WaterSense Labeled &</u> 1.25 gpm at 60 psi ^f
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead ^a	<u>WaterSense Labeled &</u> 2.5 2.0 gpm at 80 60 psi ^f
<u>Kitchen Sink</u> -faucet and <u>replacement aerators</u>	2.0 1.8 gpm at 60 psi ^{f, g}
Urinal	0.5 gallon per flushing cycle ^f
Water closet	1.28 gallons per flushing cycle ^{c, d, e, f}

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

604.4.2 Cooling Tower Water Efficiency.

604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

604.4.2.2 Cooling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. **Exception:** Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO₃ exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public

water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
 - (a) a WaterSense irrigation controller; and
 - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems. Revise Section 1304.3.2 to read as follows:

1304.3.2 Connections to water supply. Reclaimed water provided from a reclaimed wastewater treatment ~~system~~**facility** permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

Appendix E, Section E101.1.2. Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.



STAFF REPORT

Department: Administration
Submitted By: Lauren Shapiro
Meeting Date: December 18, 2023

AGENDA ITEM:

Intergovernmental Agreement: Fulton County Animal Services

Consideration of approval of an Intergovernmental Agreement for the provision of animal control services between Fulton County, Georgia and the City of Alpharetta, Georgia and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Intergovernmental Agreement for the provision of animal control services between Fulton County, Georgia and the City of Alpharetta, Georgia and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$190,606 (ANNUALIZED IGA COSTS).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
10041050-523860-EPW00 (Public Works; Current Budget Appropriations)	\$100,000
Additional Appropriations for IGA (Mid-Year 2024 Budget)	\$45,303

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

The City of Alpharetta currently contracts with Fulton County to provide Animal Control Services in the City. The current agreement is set to expire on December 31, 2023, and if approved, the county would provide the same level of services for an additional five-year period, beginning on January 1, 2024, with the terms provided in the attached Intergovernmental Agreement.

The estimated Alpharetta cost share under the proposed IGA for animal control services totals \$190,606. The Current FY 2024 Budget includes \$100,000 for Fulton County Animal Services. The additional funding needed for the 6-month period of January through June totals \$45,303 and will be included as part of the mid-year 2024 budget if needed. It should be noted that actual costs under the current IGA are trailing budget (\$11,493 for the 3-month period ending September 30, 2023) so additional funding for the current year may not be required, or the amount needed may be lower than the \$45,303 set forth herein.

ALTERNATIVES:

Do not approve the Intergovernmental Agreement and determine other opportunities to provide animal control services in the City of Alpharetta.

ATTACHMENTS:

1. Animal Control Servies Annual Program Cost Calculator as of 10.27.2023
2. Alpharetta Animal Control IGA 12.8.23

Attachment 1

Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

Based on data for the period ending 5/1/2022 thru 4/30/2023

Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

	Name of Jurisdiction	Responses Per Jurisdiction	% of Jurisdiction Responses	Shelter and Field Operations Services
1	Atlanta	9399	54.22%	\$ 6,562,298
2	South Fulton	3509	20.24%	\$ 2,449,952
3	East Point	1149	6.63%	\$ 802,222
4	Union City	801	4.62%	\$ 559,251
5	Sandy Springs	567	3.27%	\$ 395,874
6	Fairburn	419	2.42%	\$ 292,542
7	Roswell	365	2.11%	\$ 254,840
8	Alpharetta	273	1.57%	\$ 190,606
9	Johns Creek	248	1.43%	\$ 173,151
10	Milton	149	0.86%	\$ 104,030
11	Palmetto	132	0.76%	\$ 92,161
12	Chattahoochee	128	0.74%	\$ 89,368
13	College Park	71	0.41%	\$ 49,572
14	Hapeville	65	0.37%	\$ 45,382
15	Fulton Industrial District	53	0.31%	\$ 37,004
16	Mountain Park	8	0.05%	\$ 5,586
		17336	100.00%	\$ 12,103,840

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND CITY
OF ALPHARETTA GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered this ___ day of _____, 2023, by and between the City of Alpharetta, Georgia (“**City**”), a municipal corporation, and Fulton County, Georgia (“**County**”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “**Parties**”.

WHEREAS, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other’s boundaries except by Intergovernmental Agreement; and

WHEREAS, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

WHEREAS, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County’s homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism; and

WHEREAS, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

WHEREAS, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

WHEREAS, the County and the City desire to enter into an Intergovernmental Agreement for the County to respond to citizens’ requests for animal control services within the corporate limits of the City; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”) and pursuant to authority of the City for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

WHEREAS the term of the Current Agreement is set to expire on December 31st, 2023, and the County and City desire to enter into a new Intergovernmental Agreement to maintain the same level of services for Five (5) year period commencing January 1, 2024 and the new terms (Articles) and conditions set forth herein; and

NOW THEREFORE, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, Georgia in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement is for Twelve (12) months from January 1, 2024 at 0000 hours through and concluding at 2400 hours on December 31, 2024 with Four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2028.

At the conclusion of the last term (2400 hours on December 31, 2028), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The City and County do hereby agree that all the terms and conditions that are set out in

this Agreement are material and enforceable during the entire agreed period of this Agreement.

The parties agree that the City and the County may, at any time, upon Sixty (60) days' notice, terminate this Agreement.

ARTICLE 3 COMPENSATION AND CONSIDERATION

The County has calculated the total program Annual Shared Costs as seen in Table 1. The payment amount for each jurisdiction will be based on its proportional monthly calls for service. The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service. Each City will pay their percentage use of the total cost to operate the service based on the call information.

Table 1 – Shelter and Field Operations Services		
2024 Animal Services Contract Amount	\$	9,080,000
Annual Maintenance and Operations Cost	\$	1,625,840
Capital Repairs	\$	500,000
Animal Cruelty Investigation and Prosecution Unit	\$	287,000
Vehicle Replacement	\$	270,000
Animal Services Administrator	\$	177,000
Call Taking and Dispatch Services (24/7/365)	\$	164,000
2024 Annual Shared Costs	\$	12,103,840

The payment amount will be enforceable during the period of this agreement and all payments will be due within Sixty (60) days of the invoice date and should be sent to the following address:

Fulton County Animal Services
Attn: Joseph Barasoain
130 Peachtree Street SW
Suite G-157
Atlanta GA, 30303

Failure to remit payment to Fulton County within Sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

For the Five (5) year Intergovernmental Agreement term with the City, a year-over-year increase in the total Annual Actual Shared Costs will be applied to maintain program services and will keep pace with the actual rate of inflation.

ARTICLE 4

ENFORCEMENT & SERVICE RESPONSE

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis the area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment, and, when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of Seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be Forty-Five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than Four (4) hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than Twenty-Four (24) hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Control Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through requests for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The ACOs will complete the thorough investigation of a possible violation within Seven (7) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

ARTICLE 5 TRANSITION

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that Ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

ARTICLE 6 LIABILITY

The City, as the requestor of said services, further agrees that the City shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third-parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, the City's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or operators. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 7 TERMINATION AND REMEDIES

The City or the County may terminate this Agreement only for an event of default.

If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a Sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period, or any longer period which the City prescribes.

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a Sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to Thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the Sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within Thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus, or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 8 AMENDMENTS

This Agreement may be modified at any time during the term only by mutual written consent of both parties.

ARTICLE 9 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested or by standard overnight carrier with tracking or signature required. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW, Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:
Y. Soo Jo, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Chris Lagerbloom, City Manager/Administrator
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

With a copy to:

Alpharetta City Attorney, City Attorney
2 Park Plaza
Alpharetta, GA 30009
678-297-6000

ARTICLE 10 NON- ASSIGNABILITY

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

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement. Notwithstanding anything contained in this IGA, the obligation of the County and the City to make payments provided under this IGA shall be subject to approval and the annual appropriations of funds thereof by the governing body of the County and the City, and such obligation shall not constitute a pledge of the full faith and credit of the County or the City within the meaning of any constitutional debt limitation.

ARTICLE 12 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the Parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce the same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

ARTICLE 13 SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE 14
BINDING EFFECT**

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

**ARTICLE 15
COUNTERPARTS**

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

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, signed by its duly authorized officers acting by and through the City.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ALPHARETTA, GEORGIA

Attest:

Jim Gilvin
Mayor

Lauren Shapiro
City Clerk

(SEAL)

APPROVED AS TO FORM:

Alpharetta City Attorney
City Attorney

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya L. Grier, Clerk
Fulton County Board of
Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

Joseph Barasoain
Fulton County Emergency
Management



STAFF REPORT

Department: Administration
Submitted By: James Drinkard
Meeting Date: December 18, 2023

AGENDA ITEM:

Resolution: City of Alpharetta Communications Plan

Consideration of adoption of a resolution that adopts the City Communications Plan.

STAFF RECOMMENDATION:

Adopt a resolution to approve, as presented, the City of Alpharetta Communication and Engagement Plan including the Crisis Communications Plan, Media Guidelines, and updated Brand Standards and Style Guide.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO DIRECT FISCAL IMPACTS ASSOCIATED WITH THE ADOPTION OF THE PLAN DOCUMENTS. ANY PROGRAMS OR INITIATIVES STEMMING FROM THE PLAN THAT INVOLVE PROCUREMENTS MEETING OR EXCEEDING THRESHOLDS ESTABLISHED BY CITY POLICY FOR REQUIRING ACTION BY THE MAYOR AND CITY COUNCIL WOULD BE BROUGHT FORWARD SEPARATELY FOR CONSIDERATION.

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

During its 2023 strategic planning retreat, the Mayor and City Council identified as one of its ten priorities creating "communications that connect." Further, the Mayor and Council set a goal to create a new communication strategy and crisis communications plan. In response, Staff undertook a process to create a plan consisting of four components:

- Communications And Engagement Plan
- Crisis Communications Plan
- Media Guidelines
- Brand Standards And Style Guide

The purpose of this agenda item is to present this plan for consideration and approval.

What Is A Communications Plan:

A communications plan is a foundational document that prioritizes needs, identifies target audiences, and determines the core messages an organization wants to deliver. It sets the stage for the specific strategies, tactics,

and campaigns that will be used to execute the plan. The plan defines what we want to do, while the strategy lays out how we will do it. A plan is about high-level thinking, while a strategy is about ground-level execution.

Why Is A Communications Plan Important:

An effective communications plan will help the City of Alpharetta:

- Link organization priorities and communications activities;
- Ensure that messages and activities are not controlled or driven by the parts of the organization that can “shout the loudest” or have the biggest budget;
- Maintain consistent brand identity;
- Maintain continuity of voice and message; and
- Ensure communication is based upon effective insight and a good understanding of our local population and target audiences.

The Crisis Communication Plan:

The crisis communications plan outlines the roles, responsibilities, and protocols that will guide the City in promptly sharing information with the City’s audiences during an emergency or crisis. The document is designed to provide a framework from which members of the City’s Communications Team will tailor a communications strategy and tactics that are appropriate to a given situation.

The Media Guidelines:

The goal of the City of Alpharetta’s Media Guidelines document is to ensure that all city employees and elected officials are familiar with best practices that will guide their interactions with the news media.

The Brand Standards And Style Guide:

Brand standards are the set of rules that define the overall look and feel of an organization’s brand. They help build a brand identity that our audience can recognize across all platforms. A comprehensive brand style guide outlines everything from typography and color palette to tone of voice and mission statement. By doing so, it provides the core instructions needed to communicate the right messages in the right manner every time we create new marketing materials for the City of Alpharetta.

ALTERNATIVES:

City Council has two alternatives to the recommended action:

- Direct specific modifications and adopt an edited version of the plan documents; or
- Reject the plan in its entirety and direct staff to restart the plan development process

ATTACHMENTS:

1. Adoption Resolution - Communicatons and Engagement Plan
2. 2024 DRAFT Communications Plan



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA ADOPTING THE 2024 CITY OF
ALPHARETTA COMMUNICATIONS AND ENGAGEMENT PLAN**

WHEREAS, clear and timely communication with residents helps to improve trust between residents and local government officials, helps residents make informed decisions, increases participation in community events and initiatives, and helps to build a sense of community and fosters a shared vision for the future of the municipality;

WHEREAS, how a local government communicates with its citizens and other audiences – the channels, messaging, and methods – must be a fully integrated component of a municipality’s operational strategy; and

WHEREAS, a central, coordinated, and consistent communications and engagement plan will link organization priorities with communications activities, maintain a consistent brand identity, maintain continuity of voice and message, and ensure that the City’s public communication is based upon effective insight and a strong understanding of our local population and target audiences;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta that the 2024 City of Alpharetta Communications and Engagement Plan is hereby adopted.

SO RESOLVED this 4th day of December 2023.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney



CITY OF ALPHARETTA

COMMUNICATIONS AND ENGAGEMENT PLAN



ENGAGEMENT STRATEGY CRISIS COMMUNICATIONS MEDIA GUIDELINES BRAND STANDARDS

WHAT IS A COMMUNICATIONS PLAN?

A communication plan is a living, breathing document used to align public information activities with the goals, objectives, and key communication messages of the organization. The plan prioritizes needs, identifies audiences, determines the message and how it is delivered, and measures whether or not the effort was successful. In the simplest terms, a communications plan coordinates ways to deliver information to people who are important to an organization.

WHY IS A COMMUNICATIONS PLAN IMPORTANT?

An effective communications plan will help the City of Alpharetta:

- Link organization priorities and communications activities;
- Ensure that messages and activities are not controlled or driven by the parts of the organization that can “shout the loudest” or have the biggest budget;
- Maintain consistent brand identity;
- Maintain continuity of voice and message; and
- Ensure communication is based upon effective insight and a good understanding of our local population and target audiences.

Efficient communication is more than a simple transfer of information: it must be bi-directional, open to exchanges and feedback. For a local government and the community to *survive*, the organization must inform everyone it is in contact with. But if it wants its relationship with citizens and the community to *grow*, the organization must also listen to all these people and adapt itself in reaction to what it hears. This is why we refer to public communication and engagement, to ensure that the City of Alpharetta never loses sight of the importance of the full conversation.

To be truly effective and efficient, communications must be a fully integrated aspect of a municipality’s strategy, not an afterthought. This means not only having an overall communications plan for the City but also having a specific communications strategy planned for each significant City initiative or program prior to that initiative or program being launched.

In the past, our communications were more tactical than strategic, and activities were decentralized throughout the organization.

Achieving this requires a departure from the informal manner in which the City of Alpharetta has traditionally undertaken its communications and engagement activities.

In the past, communications were more tactical than strategic, and activities were decentralized throughout the organization with decisions made by individual departments, often by staff members who were well-intentioned but lacked the training and skills to develop and execute effective

and efficient communications and engagement programs. Although this was better than nothing, it sometimes led to the wasting of time, energy, and money on communication activities that were no longer relevant, contradicted one another, or were not aligned with the City's larger goals and objectives. The contradictory messages and lack of clarity can also harm citizen trust.

Trust is the essential fuel of local government, yet a recent Gallup survey of US adults found that citizen trust in local government is at its lowest level since 1997 with only 66%

indicating they trust their local government to do what is right.

Strategic, frequent, and open communication can create and strengthen trust among the citizens we serve. It will help foster better relationships, and over time, the number of citizens who feel that their concerns matter to us and who are engaged in community issues will increase. Citizens will feel more assured and have a higher level of confidence in the City, our ability to handle issues and emergencies, and the accuracy of the information that we provide.

GUIDING PRINCIPLES OF THE COMMUNICATIONS PLAN

In developing this communications plan, the City was guided by five key principles that have been foundational to our communications efforts over the past few years.

- We will communicate what we know when we know it
- We will go beyond providing information to the public and foster opportunities for meaningful public engagement;
- We will consistently foster open communication that is inviting, engaging, and encourages productive discourse that builds community;
- We will creatively and effectively engage the public where they are physically, emotionally, and informationally; and
- We will not fear the unknown or uncomfortable.

First adopted in 2018, these principles have resulted in more open and engaging communications with Alpharetta citizens and the larger public and enhanced our trust and reputation among those audiences.

LEGAL AND ETHICAL CONSIDERATIONS

In addition to the aspirations we have for the quality of our communications, several other considerations also guide our tactics and strategies. We are very careful to ensure that we know and implement all legal requirements. We also are careful to execute our communications within the established

policies of the City of Alpharetta. Lastly, we strive to meet the highest ethical standards of both government agencies and the communications profession.

GEORGIA OPEN MEETINGS AND OPEN RECORDS

ACTS:

Trust in the actions of elected officials is critical to the continued success of our representative form of government. A key factor in fostering this trust is the ease of access to meetings and records of local governments and other public agencies. Georgia's open meetings and open records laws support this concept. In fact, the opening paragraph of the Georgia Open Records Act (O.C.G.A. 50-18-70) begins, "The General Assembly finds and declares that the strong public policy of this state is in favor of open government; that open government is essential to a free, open, and democratic society."

We will make sure that all of our communications efforts uphold both the letter and spirit of the Georgia Open Meetings Act (O.C.G.A. 50-14-1 through 6) and the Georgia Open Records Act (O.C.G.A. 50-18-70 through 77).

ACCESSIBILITY:

We will make every reasonable effort to ensure that the information about City programs, initiatives, and policies is available to all of our audiences, despite the many potential barriers to communication. These potential barriers include access to media, language, cultural differences, and physical disabilities or special needs.

PLAN OBJECTIVES

EXTERNAL COMMUNICATIONS:

The primary objective of this communications plan is to elevate the public credibility and trust of the City of Alpharetta by:

INFORMING VS. PERSUADING:

One of the many challenges of communicating emerging issues is providing complete and unbiased information to residents on issues that are coming to the City Council before the Council has had the opportunity to deliberate and establish the City's official position or vote on a specific decision.

While we firmly believe that we best serve the public interest by acting as responsible advocates for the Council's policy decisions - providing the City's perspective in the marketplace of ideas, facts, and viewpoints to aid informed public debate - we also recognize the potential for criticism that the City has been selective about information provided to the public with the goal of attempting to persuade residents to come to preferred conclusions. Any appearance of "spin" in our communications will work against the ideals of transparency and inclusiveness and reduce our credibility with the public.

Ultimately, we aim to provide the data and reasoning behind the policy decisions so that citizens and the general public can understand how and why those decisions were made so that they can, in turn, shape their own informed opinions. Our goal is to inform rather than to persuade.

- Improving access to facts and information;

- Increasing awareness of initiatives, projects, events, opportunities, and matters soon to be considered;
- Creating opportunities for and encouraging meaningful public engagement; and
- Increasing transparency into the business and processes of the people's government.

By carefully planning our communications to meet this objective, we will realize three primary goals:

- Amplify and extend the reach of the City's key communication messages to increase awareness and improve access to community events and government news, facts, and information
- Foster a sense of community by increasing community engagement among Alpharetta residents and current/potential business owners both on and offline
- Continue to cultivate awareness around Alpharetta as the highest

quality environment for residents and businesses to live, work, and thrive

INTERNAL COMMUNICATIONS:

Internal audiences, the City's employees and elected and appointed officials, are critical to the success of our organization, so attention and resources must be focused on strengthening communications and relationships with those individuals. The primary objective of our internal communications program is to elevate each individual's engagement and understanding of the value that their efforts have in the success of the community, thereby encouraging them to be proud brand ambassadors. To do this we will:

- Increase awareness of initiatives, projects, events, opportunities, and matters soon to be considered;
- Create opportunities for and encourage meaningful conversations and engagement with senior leadership, among peers, and between departments; and
- Improve access to facts and information to increase transparency into the City's business and processes.

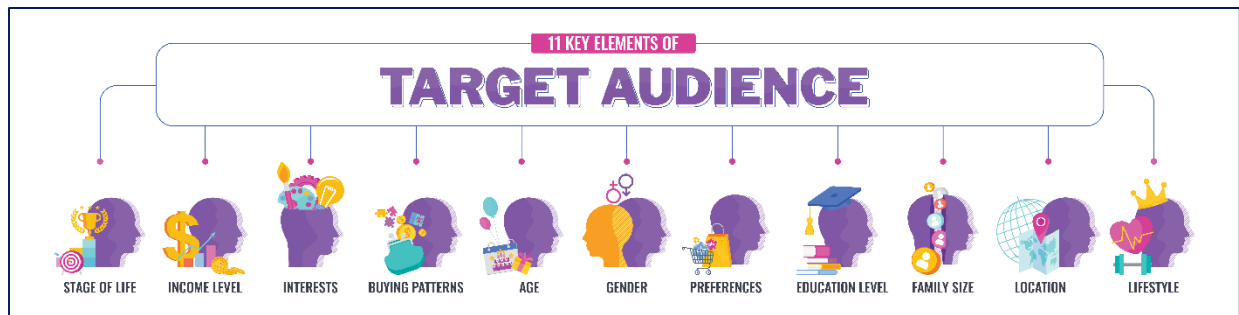
TARGET AUDIENCES

The communications plan addresses both external and internal communications, so target audiences have been identified for each of these purposes. It should be noted that the audiences identified in this plan are intended to apply to the City's overall communications program, while different and/or more specific audiences may be identified for particular communications campaigns.

EXTERNAL AUDIENCES:

As our external audiences are more broad and numerous, they have been separated into primary, secondary, and tertiary groups. Because our primary external audience, Alpharetta residents, represents a broad and

diverse population, market segmentation techniques have been used to create personas that will help our communication team better understand the audience and shape messaging to effectively reach audience members. Additionally, some special groups



within the primary audience have been identified for whom special tactics, methodologies, or mediums will need to be employed to foster effective communication and engagement.

- Primary Audience
 - Current Alpharetta residents
 - Special resident groups
 - Asian – Indian residents
 - Senior residents (*65 years and older*)
 - Student residents (*17 years and younger*)
- Secondary Audience
 - Businesses and employees currently located in the City of Alpharetta
 - Corporate decision-makers of target business and industry clusters
- Tertiary Audience
 - Potential residents of the City of Alpharetta
 - Tourists / visitors currently in Alpharetta
 - Potential employees of target businesses and industry clusters

An old saying teaches us, “If you run after two rabbits, you will catch neither.” So, how effective a rabbit catcher will we be if we run after 70,000?

While all residents of the City of Alpharetta are important and included in our primary audience, it is at best difficult to craft and deliver effective communication and engagement programming to such a large and diverse audience. To better understand and shape messaging to effectively reach such a broad group, communications and marketing professionals use market segmentation to narrow the targets within.

Market segmentation is the practice of dividing your target market into approachable groups. Market segmentation creates subsets of a market based on demographics, needs, priorities, common interests, and other psychographic or behavioral criteria used to better understand the target audience. The result is the creation of a few personas or identities that are representative of the whole, allowing us to approach a total audience of 70,000 people as two or three individuals to better reach and engage a high percentage of the total audience.

As an example, one of the personas that market segmentation techniques enable us to create for our primary audience is an

individual between the ages of 45 and 55 with the following characteristics:

- Is a homeowner with kids living in the home
- College educated, likely with a graduate degree
- Is employed in a management or professional field
- Has an income over \$100,000
- Is a heavy user of the latest technology
- Tends to drive vehicle brands like Audi and BMW
- Places importance on manicured lawns and brand-named goods
- Frequents fast-casual dining concepts like Chipotle and Shake Shack
- Enjoys travel and attending sporting events or concerts
- Reads publications like the Wall Street Journal and Garden & Gun

For comparison, another persona we have created is between the ages of 25 and 39 with the following characteristics:

- Lives in a rental property
- Is college educated or currently completing their degree
- Has an income under \$75,000
- Burdened by student loan debt
- Does not have kids
- Heavily uses social media such as Snapchat, Instagram, or TikTok
- Uses internet banking
- Spends money at restaurants like Qdoba and retailers like Nordstrom Rack

This type of information helps us humanize our audience, allowing us to understand their pain points, goals, desires, and needs. That not only helps us figure out the best ways to approach and communicate with audience members, it also guides us to create better experiences and engagements that build lasting relationships.

In short (forgiving a bit of an exaggeration), this approach allows us to catch 70,000 rabbits by chasing one.

INTERNAL AUDIENCES:

In many ways, our internal audience, the City's employees and elected and appointed officials, is our most important. This is because truly effective internal communication and engagement have the power to inspire these individuals to ensure resident and customer satisfaction, remain with the organization longer, and advocate for the organization as brand ambassadors.

Actions always speak louder than words. What we do has more impact than what we say, and nothing erodes trust more than if what we say and what we do are not aligned.

- Primary Audience
 - City of Alpharetta employees
- Secondary Audience
 - Mayor and City Council
 - Appointed members of City boards and commissions
- Tertiary Audience
 - State and federal elected officials
 - Partner agencies and organizations

Why are our employees the primary internal audience? Why is it not the Mayor and City Council?

Consider that every time a City employee interacts with a member of our community, that interaction shapes the community member's perceptions, trust, and relationship with the City of Alpharetta. That experience is our most powerful and meaningful communication tool.

The interaction of City employees with residents and customers is our most powerful and meaningful communication tool.

If the employee understands and believes in our core values, mission, and goals and if they know about our programs and initiatives and how they contribute to their success, the employee is more likely to have a positive perception about the organization and the

community. That positive feeling will be reflected in their interactions with Alpharetta residents and other customers, and the employee becomes the living, breathing embodiment of our brand.

But, if the employee feels disconnected, does not know or believe in our values, and does not understand what we are doing and how their work contributes to it, that is what will be reflected in their interactions. And that will overpower every other aspect of our communications and engagement efforts.

Now, consider that the Mayor and City Council define our mission, set our goals, and decide what our priorities are. As a result, they fully understand and believe in them, and they know how their efforts impact the community. Of course, it is important that we effectively and frequently communicate with the Mayor and City Council, but because they are directly making those decisions and because of the information that they already have as a result of their role in the organization, the Mayor and City Council are not the primary internal audience for this communications plan.

SITUATIONAL ANALYSIS

CHALLENGES AND OBSTACLES:

- Lack of coordinated communications planning, process, and structure
Historically, the City of Alpharetta did not approach communications, either internal or external, as a strategic priority. The general view was that there was no need to discuss proposed plans or projects as they were considered tentative, and there was little emphasis on highlighting completed projects. Consequently,

there was no centralized communication plan, leading to different City departments creating their own messaging without aligning with the City's overarching brand and voice. As a result, communication strategies, tactics, and messaging have been fragmented, diluting the overall brand and reducing the effectiveness of our messaging.

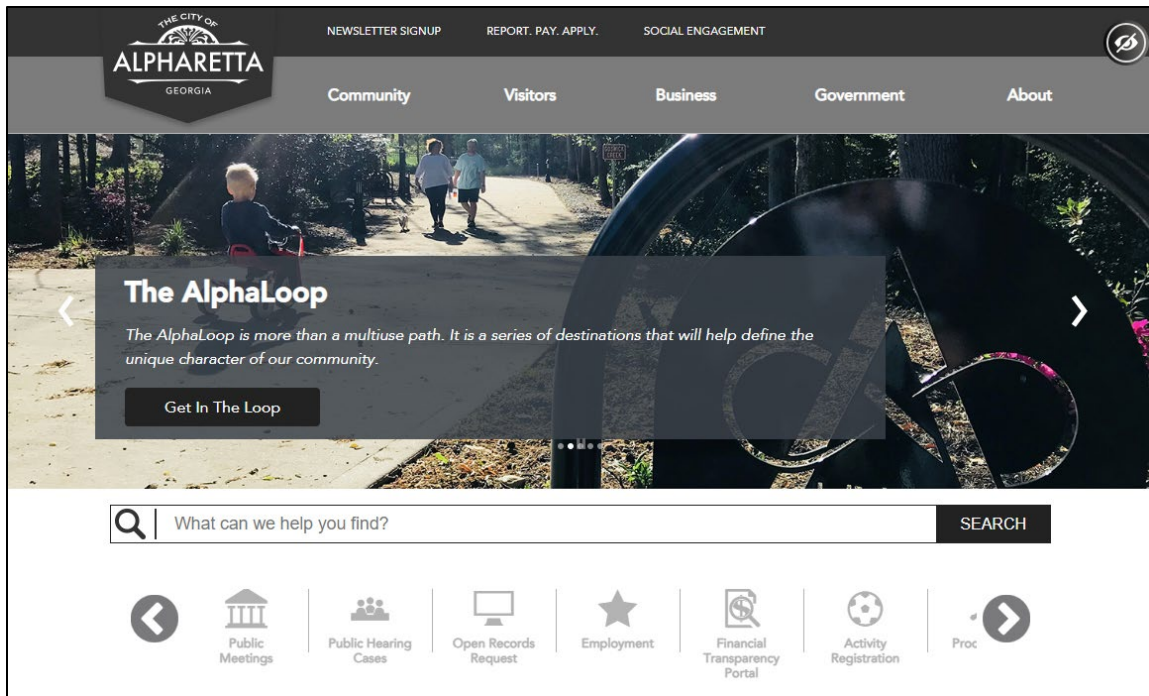
The most recent comprehensive survey designed to gain insight into the needs and concerns of Alpharetta residents was done in March 2007.

- Limited insight into citizen needs, perceptions, and opinions
The most recent comprehensive survey of Alpharetta residents aimed at understanding their needs and opinions about community issues dates back to March 2007. While there have been efforts to gather opinions related to specific projects, there has been a lack of comprehensive insight into citizens' overall priorities, concerns, or their satisfaction with city services.
- Poor internal communications
While external communications have been decentralized and fragmented, strategic internal communications have been lacking. This has led to departmental isolation, with many employees unaware of key initiatives taking place both within and beyond their departments. As a result, many personnel are not fully informed about how their efforts contribute to the city's success.
- Limited staffing and resources
In comparison to neighboring municipalities and cities of similar size, the City of Alpharetta has historically allocated fewer resources

to its communication efforts. Until recently, the city had only one full-time employee dedicated solely to citizen and public communication, with other employees juggling communication responsibilities alongside their primary duties. In 2021, the communication budget of the City of Alpharetta, excluding payroll, was only a fraction of that of neighboring cities, which had multiple employees solely dedicated to public communication and engagement.

- Outdated website
In an era of ever-evolving technology, websites have become the digital face of organizations, but the average website lifespan has become remarkably short. Rapid advancements in design trends, technological innovations, security enhancements, and user expectations render older websites obsolete, demanding constant adaptation to stay relevant and effective. In fact, as of March 2023, the average lifespan of a commercial website is 2 years and 4 months. The general consensus within the digital communications and marketing industry is that an organization's website can last 2 to 5 years before it needs to be rebuilt.

The current City of Alpharetta website was developed ten years ago. While it was based on the latest technology and web design trends at that time and included features that were largely unseen outside of the websites of leading-edge marketing and technology companies, technological innovations have advanced beyond those our current website can offer.



Features that users now view as common or expected on modern sites cannot be made available on ours.

- **Media environment**
A recent unscientific poll of Alpharetta residents indicated that the majority rely on social media for information on issues and events taking place in the city. This is consistent with recent data from Pew Research that indicates approximately 71% of Americans now get at least some of their news input from social media platforms and a 2023 study that indicates that 48% of Americans use social media as their only source of information on news and current events.

Locally, Alpharetta is one of a shrinking number of communities that is served by a local newspaper. This is fortunate, as the United States has lost more than one-fourth of its newspapers since 2005 and is on

track to lose a third by 2025. The local newspaper being a weekly publication, however, can present challenges in terms of communicating information to the public quickly.

Alpharetta is, of course, served by the largest daily newspaper in the Southeast and multiple regional television and radio stations. Those outlets, however, are heavily focused on stories occurring in the City of Atlanta unless they are negative or of regional significance.

Additionally, there is a collection of small specialty publications such as free lifestyle magazines and newspapers targeting specific audiences such as one focused on the region's Asian-Indian population.

This environment increases the challenge of placing information into the hands of Alpharetta residents and

overcoming the volume of misinformation and disinformation that pervades social media.

STRENGTHS AND OPPORTUNITIES:

- Improved understanding of the importance and prioritization of internal and external communications and engagement

During their most recent annual planning retreat, the Mayor and City Council identified improving internal and external communications as one of ten strategic priorities for the City. The City's current elected and senior staff leadership has also demonstrated an increasing understanding of the importance of consistent and strategic communication, engagement, and brand management.

- Alpharetta has a good story to tell
There are a lot of positive things happening in Alpharetta that provide opportunity for great messaging.
- Generally positive community reputation
Alpharetta has enjoyed a sizable volume of positive organic media attention in recent years and also benefits from earned media attention due to the efforts of strategic partners like the Alpharetta Convention and Visitors Bureau and Tech Alpharetta. That has increased positive awareness of the community locally, regionally, and nationally.

Locally, a combination of sound fiscal policies, consistent delivery of municipal services and amenities, and

The City enjoys a good relationship with area media outlets because of our responsiveness and how we work with media sources.

investments in infrastructure and park projects bring favorable attention to the city. While there is no hard data available to indicate citizen perceptions or satisfaction levels, anecdotal evidence such as social media comments and comments during public meetings and project surveys points to residents having a generally positive view of the community and City government.

- Generally positive relationship with area media outlets
While the Metro Atlanta media market has recently gone through a period of extensive turnover in reporters and editors, the City continues to enjoy a good relationship with area media outlets because of our responsiveness and how we work with media sources.

IDENTITY AND BRAND

The concept of *identity* for a city can be confusing because the word is often used interchangeably with terms like branding, marketing, and design. Identity is not about having a slogan, logo, or sales pitch to attract companies and visitors, rather it is the foundation for these things and the essence behind them. A city's identity can be thought of as its very DNA: a unique, inherited collection of assets, history, traits, and culture that distinguishes it internally and externally and has the potential to unite people and place.

A city's *brand* is really how it communicates that identity to the world through the stories it tells, the images and media channels it uses, and the icons, colors, and design aesthetics in which it clothes its messages. Done well, identity and brand come together to influence how the city is perceived by the public and form a strong, positive *reputation*.



Branding and brand positioning for cities can be somewhat different than for corporate entities, particularly in that cities do not have the level of near-complete control over the brand enjoyed by corporations. Rather, a city's brand is heavily influenced by various stakeholders from residents to businesses to agencies such as chambers of commerce and tourism organizations.

Still, it is imperative that a city clearly defines its brand and stakes its brand position. Doing so provides clarity and direction for the city's own communications and engagement efforts, and it provides a foundation from which it can work with stakeholders to try to achieve brand consistency.

PRIMARY BRAND MESSAGE AND PROMISE:

The primary brand message of Alpharetta as “Georgia’s Connected City” is a strong one that has the potential for broad audience appeal. Unfortunately, the potential of that concept has not been fully explored or

realized. This plan envisions addressing that and building our communications program around the “Connected City” message and a simple brand promise:

“Alpharetta is a city connected through technology and infrastructure, places and experiences, commerce and culture, and above all as families, neighbors, and friends creating a community where all can thrive.”

The beauty of that brand promise is that it clearly reflects the community that we are while still offering an aspirational element. That aspiration, however, remains focused on our people and the lifestyle and experiences that are core to our city’s roots.

It is important that our brand message reflect the point at which we are in Alpharetta’s evolution. While we have passed the period when Alpharetta was a small, quiet enclave and now stand on the national stage as a modern, metropolitan city, much of what makes our community special is found in those small-town values and personal connections that we work to retain. As a community, we are both optimistic and pragmatic, taking a realistic view of what we can accomplish while, simultaneously, carrying a desire to do more.

We have residents who fondly remember the Alpharetta of thirty years ago, residents who look forward (sometimes with apprehension) to the city we are becoming, and some who do a bit of both. It is important that our brand promise and the messaging it supports, recognizes, empathizes, and embraces all of

those views so that we remain connected and Alpharetta’s *identity* and its *brand* are aligned and honest.

LOGO:

A logo is more than just a graphic element; it is the face of a brand and should encourage awareness, discovery, and recognition of an organization. For a logo to do this effectively, however, the organization it represents must invest time and resources to inject it with significance and its use must be consistent and frequent.

In 2015, following an exhaustive process, the City of Alpharetta adopted a logo that intended to convey a community that is marching into the future while retaining our heritage and small-town values, one that is a place to build connections and make a home. It is a logo that aligns with the brand identity and promise noted earlier in this plan document.

In addition to the primary logo, two secondary logos have been developed for use in specific circumstances. The first is what is referred to as the “shield banner” and is

simply the primary logo in a solid pentagonal field that is intended for use primarily in digital applications but can also be applied to certain print publications such as brochures. The second is a more simplistic version intended solely for use with approved tag lines.

How these logos are to be used is thoroughly defined in the brand standards that are included as an addendum to this document.

BRAND EXPERIENCE:

Brand experience is the sum of all the sensations, thoughts, feelings, and reactions that individuals have in response to a brand. Brand experience is not specific to a channel or media type. Rather, it's the result — or the lasting impression — that remains after someone encounters or engages with the City in any environment. Brand experience is important because positive experiences facilitate deeper connections, inspire audiences, and ultimately deliver results.

Take Nestlé Toll House for example. When most people think of them, they think of cookies. You may even remember baking cookies using Toll House chocolate chips, the

smell as they baked, and finally, savoring every last bite. You may even associate the brand with moments of bonding with family as you baked cookies together. The Toll House brand experience has moved beyond just the consumption of chocolate chips. It is an emotional connection built over time with

Every interaction, big or small, affects how a consumer feels about a brand and feeds into their brand experience.

consumers and how their products integrate into the lives of the people who buy them.

While the topic of brand experience and the investments and strategies that the City employs to create amazing experiences for our citizens and customers exceeds the scope of a communications plan, it cannot be stressed too much or too often how brand experience can amplify or negate all of our communications strategies, tactics, and programs.

STRATEGIC MESSAGES

MESSAGE IDENTIFICATION AND SAMPLE BIAS:

Typically, strategic messages would be developed based on a deep understanding of the issues, needs, and perceptions of residents and other target audiences as gleaned from citizen surveys, focus groups, and other data sources. As previously noted, the City of Alpharetta has not performed an in-depth citizen survey since 2007, so we have limited data with which to work.

In the absence of qualitative or quantitative data, Staff is challenged with using anecdotal evidence as a basis for deciphering likely citizen issues, needs, and perceptions.

The primary problem with this is the issue of sampling bias creating false impressions of the views of the larger population. Sampling bias occurs when certain groups of individuals are more likely to be included in a

sample than others, leading to an unrepresentative sample. This limits the generalizability of your findings because findings from biased samples can only be generalized to populations that share characteristics with the sample. Thus, the results from the research cannot be used to express the ideas and thoughts of the majority.

For example, if we ask the members of the City's boards and commissions if they feel they are well-informed about a given community issue, their responses would likely not be a good indication of how the general population would respond. Why? The members of our boards and commissions are generally much more engaged in the community than most residents, they have more frequent interaction with elected officials and professional staff, and their roles on our boards and commissions require them to read and hear information that most citizens are less likely to pay attention to.

For another example, consider the audience of a public hearing on a rezoning application. Citizens who are opposed to the application are much more likely to attend the public meeting than those who support it. They are more passionate and motivated. So, while the views of those opponents are important and need to be considered, it is also important to remember that they may not be representative of the majority of residents.

In using anecdotal evidence to decipher the issues, needs, and perceptions of our target audiences, we cannot completely overcome sample bias. The best that we can do is to be aware of the problem and attempt to mitigate it by looking for commonalities in the views expressed across multiple channels and by focusing on more general issues.

All that to say it will be important to revisit our strategic messages as qualitative and quantitative data provide better insights into the issues, needs, and perceptions of residents and other target audiences.

KEY CONCEPTS AND THEMES:

We have identified four major themes that will be used to direct messages and communications to ensure alignment with organization priorities as identified by the Mayor and City Council during their annual strategic planning retreat.

- Alpharetta is a safe and welcoming community
- Alpharetta is connecting neighbors and neighborhoods
- Alpharetta is planning and investing in the future
- Alpharetta is where business innovates and thrives

These four themes encompass each of the ten strategic priorities that were identified by the Mayor and City Council, are consistent with our brand promise, and can embrace diverse messages to advance the City's communication and engagement objectives.

STRATEGIC INITIATIVES

While a broad and constantly evolving set of tactics will be developed, executed, and assessed as the City's overall communications strategy is pursued, a set of broad initiatives has been identified that will be critical to forming a foundation for the plan's success.

- **Alpharetta University**
This is Alpharetta's version of a "citizens academy" and is intended to:
 - Provide participating citizens with a better understanding of their local government and community.
 - Build relationships between residents and government leaders that encourage and result in increased citizen engagement.
 - Identify and begin developing residents who have an interest in serving on citizen boards, will act as ambassadors and information conduits to the larger community, and may in the future pursue local elected office.
- **Community Pop-Ups**
A pop-up public engagement series intended to increase connections between citizens and their local government, gain insights into citizen opinions and interests, and provide intentional opportunities to meet citizens where they are in the public sphere. Pop-ups will be held in public parks, community events, and other locations where members of the public are already gathering and the opportunity to engage is amplified by what is naturally occurring in the space.
- **Community Town Hall**
Held annually or semi-annually, depending upon the preference of the Mayor and Council, the Community Town Hall features a traditional town hall format but also leverages technology to provide for remote participation by Alpharetta residents. The Community Town Hall would feature a brief presentation by City representatives to highlight current initiatives and strategic messages but would primarily be focused on fielding questions from the public in a moderated setting.
- **Minute With The Mayor**
This monthly video message is distributed via the City's social media channels and provides an opportunity for the Mayor to speak directly to Alpharetta citizens and stakeholders on a timely topic. Videos are three minutes or less in duration. The initiative was quite popular with citizens when active before the pandemic.
- **Coffee With Chris**
Intended as a tool to improve our internal communications, the initiative provides a monthly opportunity for the City Administrator to speak directly with City employees in an informal setting. Each session would begin with an update from the City Administrator on current projects,

initiatives, or important management topics but would also include time for general questions from employees. The sessions would be live-streamed and recorded to provide the broadest possible reach across the organization.

- **City Website Build**
Design, build, and launch a new City of Alpharetta website based on the latest technologies and featuring a suite of public communications tools including an integrated mobile application, mass notification system, and other features.

Rapid advancements in design trends, technological innovations, security enhancements, and user expectations render older websites obsolete, demanding constant adaptation to stay relevant and effective. In fact, as of March 2023, the average lifespan of a commercial website is 2 years and 4 months. The general consensus within the digital communications and marketing industry is that an organization's website can last 2 to 5 years before it needs to be rebuilt.

The current City of Alpharetta website was developed ten years ago. While it was based on the latest technology and web design trends at that time and included features that were largely unseen outside of the websites of leading-edge marketing and technology companies, technological innovations have advanced beyond those our current website can offer. Features that users now view as common or expected on modern sites cannot be made available on ours.

- **City Podcast Series**
Envisioned as a semi-monthly series, the podcast will focus on current City projects and initiatives, upcoming events, and general education about City services and processes. The program will have a cast of regular hosts who are joined for each episode by one to two guests who are experts in the episode topic. The goal is to deliver informational content in an entertaining format.
- **Growth Of Video Content**
People want to be informed, but they are reading less than ever. Video, especially short-form videos of 4 minutes or less, is increasingly the primary way in which citizens are consuming information online. Consider the following statistics:
 - Only 16% of visitors to a webpage or social media site actually read the content; 79% skim it for keywords.
 - Most people are visual learners, retaining 95% of information presented in video form versus 10% of information in printed form.
 - Online video accounts for 82% of all online traffic.
 - Videos are shared 1,200 percent more times than text.

By increasing our use of video content, we will better engage and inform residents and expand the reach of our messaging.

- Improved Social Media Management

Over the past two years, a conscious effort has been made to reduce the number of social media accounts affiliated with the City of Alpharetta so that consumers can more easily find information and we can better manage the City's brand identity. While that effort will continue, there will always be a need for certain accounts that target specific functions (e.g. public safety or recreation), marquis events (e.g. Taste of Alpharetta), or very specific audiences (e.g. economic development decision-makers).

Because of the need to maintain multiple accounts within some social media channels, we must improve our management and coordination across accounts. This will be achieved through the use of social media management tools that allow our account managers to have a shared social media scheduling calendar, track analytics, and cross-pollinate accounts.



CITY OF ALPHARETTA

CRISIS COMMUNICATION PLAN



A COMPONENT OF THE CITY OF ALPHARETTA COMMUNICATION AND ENGAGEMENT PLAN

PURPOSE

The City of Alpharetta Crisis Communications Plan outlines the roles, responsibilities, and protocols that will guide the City in promptly sharing information with the City's audiences during an emergency or crisis.

All emergencies are not created equal. As such, and because it is not possible to anticipate every incident or emergency that may require a heightened response, the document is designed to provide a framework from which members of the City's Communications Team will tailor a communications strategy and plan that is appropriate to a given situation.

How To Use The Document

Develop a tiered response plan that offers an appropriate response level based on the scope of the threat using the chart below as a framework. In the Scope column, explain what circumstances would trigger the associated level response. In the Stakeholders column, identify departments that will be stakeholders in the community's response.

LEVEL	SCOPE	STAKEHOLDERS
LEVEL 1	Level one is the highest level of crisis escalation and reflects the broadest risk of citizen and operational disruption. Examples include a severe natural disaster, a pandemic, or a cyber-attack that cripples operations.	
LEVEL 2	Level two represents a moderate potential risk to citizens or an impact on government delivery. Examples include a mild natural disaster, an active shooter event, infrastructure damage (e.g., collapsed bridge), or a local business crisis (e.g., hotel fire).	
LEVEL 3	Level three represents a situation that requires a coordinated municipal response, but that is unlikely to pose a health risk to citizens or severely disrupt operations. Examples include a political controversy or a scandal that involves a highly visible public figure.	

Determining the appropriate Incident Response Level in accordance with the chart above is dependent upon answering the following questions:

- What happened?
- Where?
- Who was affected and how?
- When did we learn about the incident?
- What future risk is there to the safety of the public?
- What government service delivery operations, if any, will be affected and for how long?
- What City department or other stakeholders need to be involved or engaged in order to effectively develop and execute effective messaging and communications in response to the incident?

PLAN OBJECTIVES

The guiding principle for this plan is to communicate facts as quickly as possible, update information regularly as circumstances change, to keep the Alpharetta community safe, and to ensure the continuity of essential services.

To achieve these goals, updates should be simultaneously accurate and delivered as quickly as possible. In many crisis situations, this may mean that the official information that is shared is incomplete as events unfold. Reacting swiftly with accurate information about what is known for certain during an emergency or crisis is key to avoiding lasting damage and spreading misinformation.

The City of Alpharetta will use multiple platforms to reach all audiences with accurate, timely information with the goal of being accessible to all decision-makers, community members, and interested parties. The City will do this while being mindful of legal and privacy concerns.

AUDIENCES

Broadly, there are several important audiences for the City of Alpharetta to reach during crisis situations; City staff, City elected officials, other government agencies and officials, community members, businesses, and those in surrounding areas. The specific audiences will vary depending upon the level and nature of the crisis incident and may expand or contract as the specific incident evolves. It is essential, then, that the members of the City Communications Team who are engaged in the incident response define, review, and redefine the target audiences throughout the crisis response.

PROCEDURE

In the instance that a crisis occurs, conveying critical information is essential to ensuring community safety and allowing for appropriate decision-making. Crucially, the information that is conveyed must be coordinated within the City organization to ensure that information is accurate and that all messaging is consistent to avoid confusing the public, undermining confidence in the City's response, and countering misinformation that may be generated by other parties. This is the primary responsibility of the City Communication Team during a crisis response.

The tables on the following pages define the base procedure for each incident level. Keep in mind that these are intended to form the foundation for response, and it is imperative for the Communications Team involved to constantly evaluate the situation to determine the additional strategies and tactics that need to be recommended or employed.

LEVEL 3 INCIDENT RESPONSE BASE PROCEDURE

1	Briefing or conference call with: • City Administrator: Lead coordinator of the crisis response, liaison to City elected officials, liaison to other government agencies • Assistant City Administrator: Primary communications officer, crafts and distributes messages, central point of coordination for media and resident inquiries • City Attorney: Ensures legality of response, advises on limiting potential liability from statements and communication • Mayor: CEO of the organization, secondary liaison to City elected officials • Other staff as needed, depending on the nature of the incident Purpose is to ensure individuals have all available information, formulate response strategy, and define key messages
2	Establish the spokesperson and key point of contact for all statements
3	Establish a point of origin and coordination with City Administrator for all outgoing communications
4	Compose initial statement and speaking points
5	Advise/coordinate with Mayor and elected officials
6	Distribute statement/messaging through existing channels with audiences prioritized as follows: • City Council • City staff • City residents • Local media • Regional and national media, if appropriate
7	Craft media releases and/or hold press conference as appropriate
8	Monitor situation, media coverage, and public response. Build and adjust strategy and response accordingly.

LEVEL 2 INCIDENT RESPONSE BASE PROCEDURE

1	Emergency Management Coordinator activates the Emergency Operations Center
2	Briefing or conference call with: • City Administrator: Lead coordinator of the crisis response, liaison to City elected officials and City Attorney, liaison to other government agencies • Emergency Management Coordinator: Operational coordinator of the crisis response; primary liaison to the City Administrator • Assistant City Administrator: Primary communications officer, crafts and distributes messages, central point of coordination for media and resident inquiries • Mayor: CEO of the organization, secondary liaison to City elected officials
3	Communications Team members are alerted and placed on standby if not already activated by the Emergency Management Coordinator
4	City Communications Team designates primary and alternate team leads to coordinate the communications response and to meet the responsibilities assigned under Emergency Support Function 15 of the City's emergency operations plan
5	Activate and staff public information hotline, as needed, to offload non-emergency calls from 911 Dispatch.
6	Compose initial statement and speaking points
7	Advise/coordinate with City Administrator and Emergency Management Coordinator
8	Distribute statement/messaging through existing channels with audiences prioritized as follows: • City Council • City staff • City residents • Local and regional media • National media, if appropriate
9	Craft media releases and/or hold press conference(s) as appropriate
10	Build, execute, and adjust strategy, messaging, and communications activities as appropriate based on evolving incident. Monitor situation, media coverage, and public response.

LEVEL 1 INCIDENT RESPONSE BASE PROCEDURE

1	Emergency Management Coordinator activates the Emergency Operations Center
2	City Communications Team is activated and primary and alternate team leads are designated to coordinate the communications response and to meet the responsibilities assigned under Emergency Support Function 15 of the City's emergency operations plan.
3	Briefing or conference call with: • City Administrator: Lead coordinator of the crisis response, liaison to City elected officials • Emergency Management Coordinator: Operational coordinator of the crisis response; primary liaison to the City Administrator and Mayor • Assistant City Administrator: Primary communications officer; directs all communications activities • Mayor: CEO of the organization, secondary liaison to City elected officials
4	Communications Team members are divided into shifts (sub-teams) to sustain 24-hour operations throughout the incident response and recovery. A primary and alternate team lead will be designated for each shift.
5	Activate and staff public information hotline to offload non-emergency calls from 911 Dispatch. The hotline serves as primary number for public to call for information and guidance during the incident response.
6	Compose initial statement and speaking points
7	Advise/coordinate with Emergency Management Coordinator
8	Distribute statement/messaging through existing channels with audiences prioritized as follows: • City Council • City staff • City residents • Local and regional media • National media, if appropriate
9	Craft media releases and/or hold press conference(s) as appropriate
10	Build, execute, and adjust strategy, messaging, and communications activities as appropriate based on evolving incident. Monitor situation, media coverage, and public response.

OTHER GUIDING DOCUMENTS

This document is intended as a supplement to the City of Alpharetta Communications Plan, and the principles and tenants of that plan shall guide the communications strategies and tactics employed in response to any crisis or incident.

The City of Alpharetta Emergency Operations Plan is the overarching document that guides all City activities when the Emergency Management Coordinator activates the Emergency Operations Center. This includes all communications activities under the Level 2 and Level 3 Incident Response Categories as defined in this Crisis Communications Plan.



CITY OF ALPHARETTA

MEDIA GUIDELINES



A COMPONENT OF THE CITY OF ALPHARETTA COMMUNICATION AND ENGAGEMENT PLAN

GOALS

The goal of the City of Alpharetta's Media Guidelines document is to ensure that all city employees and elected officials are familiar with best practices that will guide their interactions with the news media.

All city officials should aim to have a healthy relationship with the local media and be prepared for effective media interaction so that Alpharetta residents, business owners, and other stakeholders are equipped with accurate information on all topics covered by the press. Accordingly, the plan will provide guidance on how to inform and empower all stakeholders to become more engaged members of the community. These topics include:

- City of Alpharetta policies, views, and activities
- New developments being proposed within Alpharetta
- City programs and services
- Ways the City is trying to attract new businesses, residents, and visitors
- Crisis situations (weather, fires, derailments, terrorism, property damage, etc.)
- Situations that could impact the City's integrity or reputation

THE BASICS

The remainder of this document provides more detailed guidelines and best practices for interacting with the media, but three basic guidelines form the foundation of the rest of this document.

- Information provided to the media should reflect the consensus opinion of the Mayor and City Council or the City Administration's interpretation of the City Council's policy, and should not reflect the personal views of a City employee.
- When contacted by the media, elected officials and employees should contact the Assistant City Administrator before the interview. Staff from the City's Public Communications and Engagement Team will assist with developing key messages for the interview. If circumstances prevent an elected official or employee from contacting the Assistant City Administrator before a media engagement, that contact should be made as soon after the interaction as is possible and practicable.
- When speaking with any member of the media, assume that anything and everything that you say is on the record and will be made public.

MEDIA INTERVIEW BEST PRACTICES

You never get a second chance to make a first impression. Once you are on tape or quoted in the paper, you can't take it back. And it's even more challenging now due to the Internet. Your comments are not just out there for a day, they are out there forever in the speed of a few clicks of a mouse. However, there is an art to making media coverage work in your favor.



WHEN A REPORTER CALLS:

Depending on your role with the City of Alpharetta, an occasion may arise when a reporter calls you directly seeking answers to questions or just comments on a topic. Many of them will say they are on a tight deadline and just need a minute of your time to confirm a couple of points or so that the City's perspective can be included in their story.

Never engage in an immediate interview.

When that call came in, you were busy working on something, so be honest about that. Tell the reporter that you are busy at the moment and want to give them the attention they deserve. Then do four things:

- Get the reporter's name, telephone number and/or email address, their deadline for completing their story, and a summary of what the reporter wants to know so that you can confirm relevant information.
- Arrange a time when you will initiate a second call or follow-up email.
- Contact the Assistant City Administrator or another member of the City's Public Information and Communications Team.
- Work with our Public Information and Communications Team to prepare for the interview or to draft a response statement.

PREPARING FOR A MEDIA INTERVIEW:

Reporters are neither your friends nor your enemies. They have a job to do, and sometimes that job means they will report on the City's actions, decisions, and initiatives; the good and the bad. The best reporters do this in a fair, balanced, and unbiased manner, but this is not always the case. Keep in mind that a reporter's assignment editor may direct them to approach a news story from a specific angle or the reporter may have a personal perspective that they allow (knowingly or unknowingly) to influence their reporting.

With proper preparation, however, you can influence the outcome of a news story.

- Know who is conducting the interview or writing the story. Is the reporter one who routinely covers the City and comes into the interview with a good bit of background on who we are and how we operate, or is he or she doing a story on Alpharetta for the first time? Is the person a news reporter, feature writer, or investigative journalist? What do we know about previous stories the reporter has covered involving local governments and are there any patterns in the way those stories were reported?
- Be aware of any current City strategic priorities and communications campaigns that may integrate with or influence the topic of the interview.
- Do your homework on the topic. Review any relevant documents like staff reports, memorandums, ordinances, policies, and applications. If the topic has been discussed in a City Council meeting, read the meeting minutes or, better yet, watch the video of that discussion.

- Before you walk into the interview, identify two to three primary points about the interview topic that the City wants to communicate. Keep those in mind and keep coming back to and speaking about those points throughout the interview. They should form the foundation for your answer to any question the reporter asks.
- Practice your "pause language." Pause language is what you will use if the reporter asks a question that catches you by surprise. It stalls the conversation while you collect your thoughts to deliver the response you want rather than the reaction the reporter hopes you will have. Watch a show like "*Face the Nation*" or the interview of a US Senator on the nightly news and you will frequently hear responses to questions begin with pause language like, "You know, that is a great question, and I am glad you asked it because . . ." Pause language is just a cliché that you can say without really thinking while your brain is focused on how to direct the response back to your talking points.

Regardless of the topic, you have a single mission during any interview, get the City's message across. Meet the reporter's news needs *if you choose to*, but only if it does not interfere with getting the City's message across.

If all of this preparation seems overwhelming, do not be concerned. Our communications team is ready to help, which is why you should contact them before agreeing to a media interview.

MEDIA INTERVIEW PREPARATION CHECKLIST

There is an art to making media coverage work in your favor, and it all begins with how you prepare. Before doing any media interview, answer the following questions:

- | | |
|--|---|
| ☐ Which reporter or anchor will do the interview? | ☐ When will the story be published or broadcast? |
| ☐ Why do they want to talk with me? | ☐ How will the interview be used? |
| ☐ What kind of story are they doing? | ☐ Who else is being interviewed and supplying information? |
| ☐ What publication, station, or website is represented? | ☐ How much time will the interview take? |
| ☐ What kind of information do they want? | ☐ Where and when will the interview be held? |
| ☐ Do they want to shoot video or take photos? | ☐ Should I record the interview? |

Now, ask yourself, "Have I prepared by"

- | | |
|--|---|
| ☐ Defining my communications objectives and key messages? | ☐ Gathering evidence to support my assertions? |
| ☐ Organizing and identifying the support I will need from my staff? | ☐ Identifying a human example that will illustrate my points? |
| ☐ Developing sample questions? | ☐ Preparing important numbers or statistics for the reporter in written summary, table, charts, or graphs? |
| ☐ Developing sample answers? | ☐ Preparing notes I can put in front of me as I interview (radio and phone only)? |
| ☐ Determining the ground rules (mine and theirs?) | |
| ☐ Conducting an interview rehearsal? | |

If all of this preparation seems overwhelming, do not be concerned. Our communications team is ready to help, which is why you should contact them before agreeing to a media interview.

KEY MESSAGES:

Key messages are one to three important points about a subject that you want to convey in an interview. Those messages must have value to a reporter's readers, listeners, or viewers, so it is important to think about the topic from their perspective.

It takes time and critical thinking to boil down everything you know about the subject into three points or less, and even more time and critical thinking to articulate them in 5-to-10-second sound bites. On top of that, the words used must meet four criteria:

- They must be true;
- They must be memorable;
- They must sound like something said by a person, not an institution; and
- They must influence your audience.

Oftentimes, a reporter will begin an interview with a general question like, "What can you tell me about this project?" This is the perfect

opportunity to recite all of your key messages as your answer, as doing so begins to set the direction of the interview.

As the reporter asks additional questions, logically connect your answers to one of your key messages. This is a bit trickier because the reporter will likely ask at least one question that you will not want to answer. This is when you fall back on "pause language" to buy time, collect your thoughts, and decide how to tie your response back to one of your key messages.

Throughout the interview, repeat the key messages as often as you can. Do not worry about sounding like a broken record. Connecting your answers to your one to three key messages and repeating those messages gives the reporter context and makes it more likely that those messages will be included in the reporter's story. Repetition makes it more likely that the reporter and their audience will remember your message.

CONDUCTING THE INTERVIEW:

For a good reporter, their job is to tell the story well; not to hurt the City and make you look bad (nor to help the City and make you look good). The City does not view the media or reporters as adversaries, and you should not treat them as if they are. Rather you should approach your interactions with reporters as you would with any other professional, in a friendly manner but not as friends.

Just as we hope that reporters who are covering the City will do so in a fair, impartial manner, we expect representatives of the City to interact with the media in an honest, impartial way. Do not allow yourself to be affected by a reporter's charm, aggressive demeanor, or apparent sympathy (or lack thereof) for your point of view. Focus on the content of the reporter's questions and deliver your key messages.

Following are a few rules of thumb to follow during a media interview:

- Be brief, simple, clear, and deliberate in your answers
 - Use short sentences
 - The less complex you are, the less room there is for error
 - Avoid using jargon, acronyms, and technical language
 - Make your point at the beginning of your response, and do not beat around the bush
- Keep in mind and deliver what you want to say
 - Logically connect your answers to one of your key messages
 - Repeat your key messages as often as possible
- Support your points
 - Use relatable human anecdotes, comparisons, and examples
 - Choose two or three compelling statistics



- Do not “over answer” the question
 - Answer questions as directly as possible
 - When you have said what you want to say, stop talking.

- If there is a pause in the conversation, do not fill the silence. Use the moment to collect your thoughts, recenter your emotions, and reflect on your key messages.
- Do not go off on tangents.
- If a reporter asks several questions at once, choose one to answer
 - If two related questions are asked, answer them in the order you choose
 - If a barrage of questions is asked, choose the one that you like best or that best fits your key messages
- Answer the questions, even the tough ones, truthfully
 - Do not try to dodge a tough question.
 - If a program or project has not gone as intended or the results have not been what the City hoped for, say so but explain why and what we learned that can be applied in the future.
- If you do not know the answer to the question, say so
 - Do not try to bluff your way through the answer.
 - State that you will need to look into or research it and get back to the reporter, and then do it.
 - Get back to the reporter with the correct answer as quickly as possible.
- If you are not going to answer a question, explain why
 - Never say things like, “No comment.” That just makes it appear that you are hiding something.
 - There are legitimate reasons for not answering a question, so state the appropriate reason and move on.
 - Policy or direction not yet established by Mayor and Council
 - Pending litigation
 - Internal review or study not yet complete
 - Proprietary information
- Correct the reporter’s mistakes or misunderstandings tactfully
 - If a reporter’s question is based on faulty information or a false premise, say so simply, matter-of-factly, and politely.
 - Be gracious and do not condescend.
- Do not try to speak to the reporter – speak to the audience

- The reporter is not your audience. The people who will read, listen, or watch the reporter's story are your audience. Answer every question with them in mind, and speak to them.
- When being interviewed on camera, do not look at the camera. Look at the reporter.
- When speaking on camera, use your hands as you would in any other conversation.
- Remember, anything you say when a reporter is around – even if you are not speaking to them directly – may be quoted or used by a reporter in developing their story.

SPECIAL ADVICE FOR BROADCAST NEWS INTERVIEWS:

- Make your point in 5 to 10 seconds.
- Viewers and listeners remember two or three main points if they are listening and watching attentively. When they are cooking dinner or chatting about school with the kids, chances are they will only vaguely recall what the story was about.
- What you say can be easily overshadowed by video in television stories. Your non-verbal cues and the video can have a greater impact than what you actually say. Keep this in mind when agreeing to an interview location and allowing cameras access to your facility.
 - Be aware of your posture and facial expressions.
 - Pay attention to the lighting in the room or outdoor location. If you are in shadow, you may be perceived as untrustworthy. If you are squinting due to harsh light or the sun in your face, you may be perceived as confused.
 - Minimize accessories. Avoid wearing a lot of jewelry or dangling earrings. Do not wear scarves or sunglasses.
 - Check your hair and trim beards and mustaches.
 - Be aware of the colors and patterns of your clothing and not just because of how they may look on you. Colors trigger psychological responses, and certain patterns can cause issues with television cameras.
 - Blue generally conveys warmth, sincerity, compassion, and being communicative.
 - Red attracts attention more than any other color and conveys strength, power, and determination. It can, however, also convey aggression.
 - Green is generally associated with tranquility and calmness and can convey piety and sincerity. Be aware, however, that certain shades of green do not work well with television cameras.
 - Brown is generally associated with dependability, reliability, and resilience.
- Any interview is publicity for our City and the community we serve. Whether that publicity is positive or negative, even when we are facing a tough situation, can be determined by you and how you handle the interview.

EFFECTIVELY ENDING A MEDIA INTERVIEW

The interview is wrapping up or has concluded, and you made it through the experience. But, wait! Your work is not quite done.

- If a reporter has failed to ask a key question that will help convey the City's perspective or deliver one of your key messages, raise the question yourself.
- If you have provided statistics in response to any questions, review them with the reporter to ensure they have noted them accurately and understand them. Offer to email her or him with any additional facts to ensure accuracy.
- Offer to be available for clarification as the reporter writes the story.
- Never ask for pre-approval of statements attributed to you. The reporter will not agree to it, and your credibility will plummet for asking.
- Remember that just because the camera is off or the reporter has put their pen away does not mean that something you say will not end up in the story. Be careful what you say until the reporter has left.



CITY OF ALPHARETTA

BRAND STANDARDS AND STYLE GUIDE



A COMPONENT OF THE CITY OF ALPHARETTA COMMUNICATION AND ENGAGEMENT PLAN

WHAT ARE BRAND STANDARDS

Brand standards are the set of rules that define the overall look and feel of an organization's brand. They help build a brand identity that our audience can recognize across all platforms.

A comprehensive brand style guide outlines everything from typography and color palette to tone of voice and mission statement. By doing so, it provides the core instructions needed to communicate the right messages in the right manner every time we create new marketing materials for the City of Alpharetta. To ensure consistency across all marketing touchpoints, the standards and style guide is provided to stakeholders who use our brand elements to create communications material. As a result, no matter who's responsible for a given communications or marketing campaign, whether it's an external supplier or an internal member of the team, everyone will have a universal understanding of how the City of Alpharetta brand should be perceived.

WHY DO BRAND STANDARDS MATTER

If we are being completely honest, brands get sick of their message long before their customers do. Since we see our own branding and messages every day, it is tempting to tweak things a little bit here and there to keep it fresh. The problem is our citizens, customers, and potential customers don't see our brand nearly as much – and all those little adjustments could easily confuse and alienate them.

Building a brand's visual identity takes a great deal of time and effort. Logos, websites, digital communications, and marketing campaigns can be months in the making. Subconsciously, standards will exist, even without physical brand guidelines. As organizations focus their attention on day-to-day business activities, however, all too often those once consistent brand elements start to fall out of step.

Beyond ensuring consistency, there are a few other reasons that having and sticking with a set of brand standards is important:

- **Brand standards help our team work faster**
If you love a tool that does half the work for you, you will love a brand style guide. Setting brand identity guidelines is an easy way to send communications efforts in the right direction before the ideation even starts. When the brainstorming does begin, these brand standards can quickly help weed out the "wrong" ideas and narrow down our best options, all while avoiding an opinion-based debate with your team members.
- **Standards make our brand more tangible**
Every organization has a brand, but some are much more clearly defined than others. If our brand is not concrete, we will end up being defined by our projects or services, and that does not resonate with people or create a strong emotional impression. Brand guidelines help pull together all the elements that make up who we are, so we can build an identity beyond what we do. Our citizens and customers will be able to visualize what we stand for when they hear our name.

- **It helps us stand out from the crowd**

The modern media environment has become a blur of information, with too much data and offers for consumers' tastes. 3.5 quintillion bytes of data were created each day in 2023 (there are 18 zeros in a quintillion if you are counting). Consumers feel overwhelmed and cannot escape the data or offers that marketers dish out without consequence in order to reach them at their most vulnerable state, leading them into a state where their attention span can barely last two seconds before moving on to something else. But when we are pushing a clearly consistent brand time and time again, we can cut through all the noise to reach our citizens and customers.

- **Great branding boosts loyalty**

When people become loyal customers, it is usually not just because of a product or service. Think about ridesharing companies, for example. Uber and Lyft provide nearly identical services—often sharing the same drivers—and yet many users have a preference. Branding plays a strong role in that. Consumers develop emotional connections with organizations that share the same core values, and our brand guidelines help translate the City of Alpharetta's values to our audience in a unique way.

OUR BRAND MESSAGE AND PROMISE

The primary brand message of Alpharetta as "Georgia's Connected City" is a strong one that has the potential for broad audience appeal. It is built around a simple brand promise, "Alpharetta is a city connected through technology and infrastructure, places and experiences, commerce and culture, and above all as families, neighbors, and friends creating a community where all can thrive."

The beauty of that brand promise is that it clearly reflects the community that we are while still offering an aspirational element. That aspiration, however, remains focused on our people and the lifestyle and experiences that are core to our city's roots.

DESIGN AESTHETIC INFLUENCED BY BAUHAUS PRINCIPLES

The Bauhaus Movement is a modern art movement of the 1920s and 1930s that combined a wide array of art mediums, materials, and disciplines. It was based on the philosophy that "Form Follows Function," dictating that designs and products created following the Bauhaus principles are sleek, minimal, and feature a no-frills attitude that favors utility over aesthetics. That philosophy is quite reflective of our organization, as are many of the principles that define Bauhaus-influenced graphic design.

- **Form follows function**

Create elegant design layouts using geometric shapes but maintain the focus on the function of all the elements holistically. Functionality does not need to be boring.

- **Simplicity and effectiveness**
Bauhaus artists celebrated pure forms, clean designs, and the main characteristic of function. They were looking for the organic design and the nature of the objects by avoiding the use of additional ornamenting elements that they felt were unnecessary.
- **Emphasis on new materials and new techniques**
The Bauhaus artists focused on looking for new materials, techniques, and a new attitude for their design work. Their designs were focused on the use of negative space, avoiding extra elements and ornamentation.
- **Constant development**
Central to the Bauhaus movement was the artist's and craftsmen's constant evolution of their style. The Bauhaus artists were very experimental with graphic design layouts, and it is very common to see them using "broken" grids. Designs emphasized geographic shapes, shape psychology, and the use of minimalist typography.

Graphic designers influenced by the Bauhaus Movement embrace elements from both art and industry, resulting in geometric shapes, strong lines, color blocking, and sharp corners. Drawing on elements of retro design, the Bauhaus trend has a minimal, modern, and functional feel – making it a perfect and versatile choice for branding, where you want your identity to take center stage.

CITY OF ALPHARETTA PRIMARY LOGO

The right logo says everything without saying a word. It connotes feelings of honor, trust, pride, excellence, and integrity. It conveys a series of virtues and a set of values without pages of copy and a team of copywriters. It evokes a sense of connection between the City and the public, establishing a bond between our organization and our community of fans, friends, critics, allies, and champions.

The City of Alpharetta's primary logo is a classic and clean design that still offers touches of a modern aesthetic. It is timeless, intended to connect us to our historic roots and Southern charm while hinting at a window to an exciting and dynamic future. The design includes an artistic scroll element juxtaposed with the Bauhaus components.



ALTERNATIVE LOGOS

Alternate logos are a variation of your main logo. They should not be completely different – they should be an extension of the current primary logo. They should use the same fonts and even the same colors within our brand color palette. A logo variation is simply a rearranged version of your primary logo design that gives your brand the flexibility to show up consistently, and recognizably, in different placements.

The City of Alpharetta has three variations on its primary logo.



ALPHARETTA

GEORGIA'S CONNECTED CITY

The first, and most similar to the primary logo simply replaces the word "Georgia" with other words, most commonly the name of a City department or facility, for use on signs, vehicle decals, and uniforms. The words can be stacked in two lines of text.

The second alternative logo is sometimes referred to as the "shield banner." Originally intended for use mainly in digital settings such as the City website and social media, the shield banner has also been approved for use in other applications in which a more uniform shape is needed rather than the more horizontal orientation of the primary logo. This variation places the elements of the primary logo into a solid, five-sided polygon.

The third alternative logo is intended solely for use with approved taglines and reflects the most graphic departure from the primary logo. The elements that tie this alternative to the primary design are typography and the scroll design in the center, which is based on the scroll at the top of the primary logo.

COLOR PALETTE

Color palette branding is important because it is a tangible component of our brand that people notice first and foremost. Color psychology, the study of how color impacts the way we perceive the world, provides a framework for understanding how and why we interact with the brands in our lives. It is a powerful tool that can be used to design more meaningful—and memorable—brand experiences. In fact, research has shown that color can increase brand recognition by up to 80%.

THE PSYCHOLOGY OF COLOR

Color psychology is a powerful tool in branding, marketing, and design in general. This chart provides a quick glimpse at the psychology behind 12 of the world's most popular colors. While context and culture matter, research has shown that these are the emotions most often associated with each color. Whichever medium you're working in, this quick reference guide will help you pick the color that best communicates the meaning behind your design.

RED POSITIVE Power Passion Energy Fearlessness Strength Excitement NEGATIVE Anger Danger Warning Defiance Aggression Pain	ORANGE POSITIVE Courage Confidence Warmth Innovation Friendliness Energy NEGATIVE Deprivation Frustration Frivolity Immaturity Ignorance Sluggishness	YELLOW POSITIVE Optimism Warmth Happiness Creativity Intellect Extraversion NEGATIVE Irrationality Fear Caution Anxiety Frustration Cowardice	GREEN POSITIVE Health Hope Freshness Nature Growth Prosperity NEGATIVE Boredom Stagnation Envy Blandness Enervation Sickness
TURQUOISE POSITIVE Communication Clarity Calmness Inspiration Self-expression Healing NEGATIVE Boastfulness Secrecy Unreliability Relicence Fence-sitting Aloofness	BLUE POSITIVE Trust Loyalty Dependability Logic Serenity Security NEGATIVE Coldness Aloofness Emotionless Unfriendliness Uncaring Unappetizing	PURPLE POSITIVE Wisdom Luxury Wealth Spirituality Imaginative Sophistication NEGATIVE Introversion Decadence Suppression Inferiority Extravagance Moodyness	MAGENTA POSITIVE Imaginative Passion Transformation Creative Innovation Balance NEGATIVE Outrageousness Nonconformity Flippancy Impulsiveness Eccentricity Ephemerality
BROWN POSITIVE Seriousness Warmth Earthiness Reliability Support Authenticity NEGATIVE Humorlessness Heaviness Unsophisticated Sadness Dirtiness Conservativeness	BLACK POSITIVE Sophistication Security Power Elegance Authority Substance NEGATIVE Oppression Coldness Menace Heaviness Evil Mourning	GRAY POSITIVE Timelessness Neutrality Reliability Balance Intelligence Strength NEGATIVE Unconfident Dampness Depression Hibernation Lack of energy Blandness	WHITE POSITIVE Cleanliness Clarity Purity Simplicity Sophistication Freshness NEGATIVE Sterility Coldness Unfriendliness Elitism Isolation Emptiness

Our emotions directly influence our behavior, and as outlined above, color is one of the most powerful and reliable ways to evoke specific emotions in the minds and hearts of your target audiences. While our primary colors are black and white, the City of Alpharetta's approved color palette has been curated to provide flexibility in design, provide the ability to leverage color psychology, and ensure continuity across applications and mediums.

Colors Defined



TRUE BLACK

PMS: BLACK
HEX: 000000
RGB: 0, 0, 0
C 0.00
M 0.00
Y 0.00
K 100



TRUE BLUE

PMS: 19-4057
HEX: 1F4477
RGB: 31, 68, 119
C 0.74
M 0.43
Y 0.00
K 0.53



DEEP BLUE

PMS: 19-3847
HEX: 44377B
RGB: 68, 55, 123
C 0.45
M 0.55
Y 0.00
K 0.52



LOVE BIRD

PMS: 13-0443
HEX: C1DB3C
RGB: 193, 219, 60
C 0.12
M 0.00
Y 0.73
K 0.14



EQUESTRIAN RED

PMS: 19-1755
HEX: 9E1528
RGB: 158, 21, 40
C 0.00
M 0.87
Y 0.75
K 0.38



IBIZA BLUE

PMS: 17-4245
HEX: 007CB8
RGB: 0, 124, 184
C 1.00
M 0.33
Y 0.00
K 0.28



SPECTRA YELLOW

PMS: 14-0957
HEX: F7B718
RGB: 247, 183, 24
C 0.00
M 0.26
Y 0.90
K 0.03



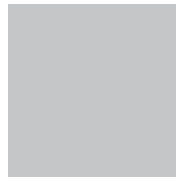
CLASSIC GREEN

PMS: 16-6340
HEX: 39A845
RGB: 57, 168, 69
C 0.66
M 0.00
Y 0.59
K 0.34



PERSIMMON

PMS: 16-1356
HEX: F47327
RGB: 244, 115, 39
C 0.00
M 0.53
Y 0.84
K 0.04



GLACIER GRAY

PMS: 14-4102
HEX: C5C6C7
RGB: 197, 198, 199
C 0.01
M 0.01
Y 0.00
K 0.22



SALTED LIME

PMS: 17-0232
HEX: 60843C
RGB: 96, 132, 60
C 0.27
M 0.00
Y 0.55
K 0.48



AQUARIUS

PMS: 16-4530
HEX: 3CADD4
RGB: 60, 173, 212
C 0.72
M 0.18
Y 0.00
K 0.17



PURPLE MAGIC

PMS: 19-3540
HEX: 663271
RGB: 102, 50, 113
C 0.10
M 0.56
Y 0.00
K 0.56



TILE BLUE

PMS: 18-4735
HEX: 008491
RGB: 0, 132, 145
C 1.00
M 0.09
Y 0.00
K 0.43



FORMAL GARDEN

PMS: 19-6350
HEX: 1F5129
RGB: 31, 81, 41
C 0.62
M 0.00
Y 0.49
K 0.68



MAGNETA

PMS: 17-2036
HEX: D23C77
RGB: 210, 60, 119
C 0.00
M 0.71
Y 0.43
K 0.18



VERY PERI

PMS: 17-3938
HEX: 6667AB
RGB: 102, 103, 171
C 0.40
M 0.40
Y 0.00
K 0.33



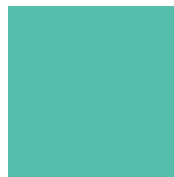
BLAZING YELLOW

PMS: 12-0643
HEX: FEE715
RGB: 254, 231, 21
C 0.00
M 0.09
Y 0.92
K 0.00



RED ORANGE

PMS: 17-1464
HEX: F05627
RGB: 240, 86, 39
C 0.00
M 0.64
Y 0.84
K 0.06



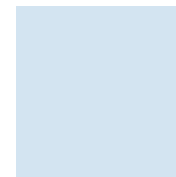
FLORIDA KEYS

PMS: 15-5416
HEX: 57BEAB
RGB: 87, 190, 171
C 0.54
M 0.00
Y 0.10
K 0.25



QUIET SHADE

PMS: 18-4006
HEX: 66676D
RGB: 102, 103, 109
C 0.06
M 0.06
Y 0.00
K 0.57



ICE MELT

PMS: 13-4306
HEX: D3E4F1
RGB: 211, 228, 241
C 0.12
M 0.05
Y 0.00
K 0.05



LATTE

PMS: 15-1220
HEX: C5A582
RGB: 197, 165, 130
C 0.00
M 0.16
Y 0.34
K 0.23



SWEET PEA

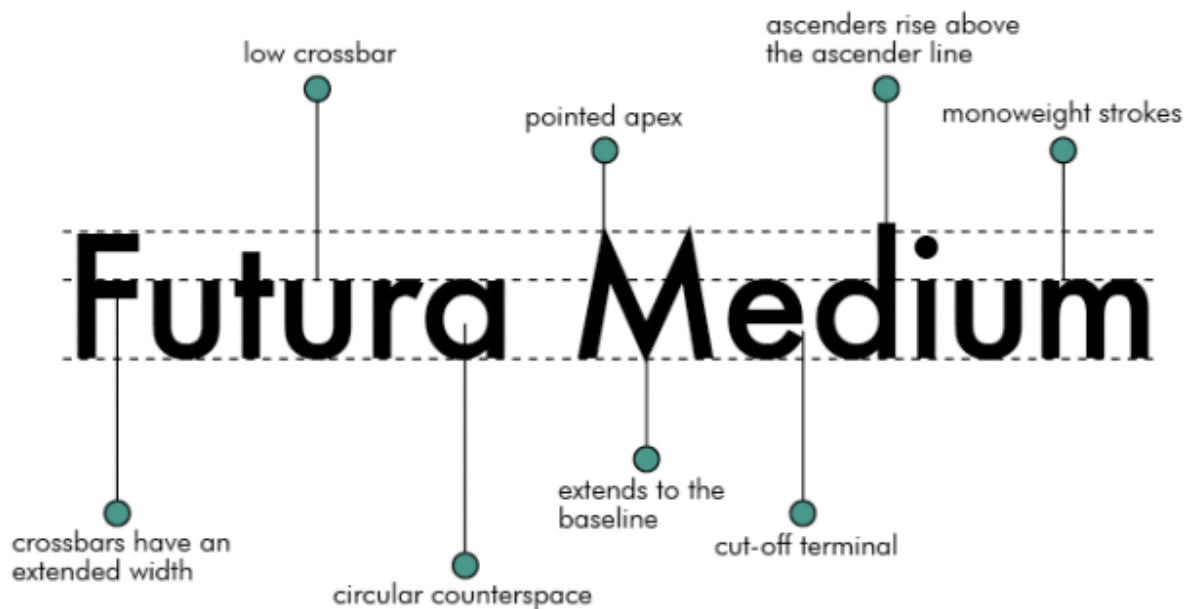
PMS: 15-0531
HEX: A3A969
RGB: 163, 169, 105
C 0.04
M 0.00
Y 0.38
K 0.34

Colors Defined



TYPOGRAPHY

Fonts are a key visual component to building a consistent, powerful brand. The Futura, a geometric sans serif design that is consistent with Bauhaus concepts, is the primary font for the City of Alpharetta. It is part of a group of fonts that work well both as body copy and display and includes an extensive family of different fonts and weights, making it incredibly versatile for any project. Designed in 1927, Futura is simultaneously classic and modern, inspiring thoughts of progress and the future.



The typeface is characterized by simple geometric shapes, such as circles, squares and triangles, and low-contrast, even strokes. Minimalist in nature, the font is devoid of decorative elements and embellishments and features proportions similar to classical Roman capitals in the upper-case characters and firm, clean forms.

Futura LT Book is the primary body font for documents such as letters and memoranda, while Futura PT Heavy is the go-to for titling. Other members of the Futura font family may be used in graphic design with approval from the Office of Communications and Public Engagement.

Trebuchet, a common system font, may be substituted for Futura for the purpose of electronic presentations that are shared with outside partners who do not have access to Futura. No other typefaces should be substituted, no matter how similar they appear.

DOCUMENT APPLICATION EXAMPLES

Following are examples of the standard form for a variety of common documents.



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

Insert Date

Recipient Name
Recipient Organization
Recipient Address
City, State, Zip

Dear Recipient Name:

This template is intended for use for official written communication to all external individuals and organizations. When using this template, please do not alter the font or format that has been setup for the first page of the document.

Simply replace the text displayed, which is provided to illustrate how a letter finished with our formatting standards should appear, with that of your correspondence.

The template is setup so that subsequent pages will not feature the logo or other embedded information and will feature uniform 1-inch margins. This will happen automatically if your correspondence flows to a second page.

Respectfully,

Your Name Here
Your Title Here

MAYOR
JAC GUIN
MAYOR POC TIA
DAN MCELIA
COUNCIL MEMBERS
JACOB B. NICHOLS
DORIAN J. DUBOIS
JOHN P. HERR
DANIEL F. MITCHELL
BRAD WELLS
CITY ADMINISTRATOR
CHRIS J. AMERSON

Standard Letter



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

OFFICIAL MEDIA RELEASE

FOR IMMEDIATE RELEASE
INSERT DATE HERE

PAGE 1 OF 1

ENTER SUGGESTED TITLE / HEADLINE – MUST FIT ON ONE LINE – DO NOT ALTER FONT

Replace this text with the desired text of your press release. Do not alter the font or paragraph structure. Remember to write your story using the inverted pyramid style, placing the most important details first and working your way to the least important information. The first one to two sentences of the article should answer the questions what, where, when and sometimes who.

Quotations from an elected official or person directly involved with the subject of the article add interest and are a great way to call special attention to an important detail.

If you are including photos with your press release, this should be noted at the bottom of the page using the words, "Attached Photo 1", numbering each photo and using the same verbiage to title the electronic photo file. If the photo is of one or more people, be certain that you have permission to use the person(s) image before releasing it. Also, note the name of the people in each image under the image title using the language, "(Pictured L to R: John Doe, Suzy Smith, and Jane Smith)".

All releases must be sent to James Drinkard or Michael Riddle for review and approval prior to distribution to the media or public.

- END -

ATTACHMENTS:
Place photo information here
Delete this section if no photos are included

Media Release



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

TO:
FROM:
DATE:
RE:

This template is intended for use for official communication to individuals inside the City of Alpharetta organization. When using this template, please do not alter the font or format that has been setup for the first page of the document.

Simply replace the text displayed, which is provided to illustrate how a letter finished with our formatting standards should appear, with that of your correspondence.

The template is setup so that subsequent pages will not feature the logo or other embedded information and will feature uniform 1-inch margins. This will happen automatically if your correspondence flows to a second page.

MAYOR
JAC GUIN
MAYOR POC TIA
DAN MCELIA
COUNCIL MEMBERS
JACOB B. NICHOLS
DORIAN J. DUBOIS
JOHN P. HERR
DANIEL F. MITCHELL
BRAD WELLS
CITY ADMINISTRATOR
CHRIS J. AMERSON

Internal Memo

From: [Linkan James](#)
To: [Linkan James](#)
Subject: [PARKING PERMIT](#)
Date: Wednesday, November 6, 2025 5:35:00 PM

This template is intended for use in official email communication to all internal and external individuals and organizations. When using this template, please do not alter the font or format that has been setup for the document.

Simply replace the text displayed, which is provided to illustrate how a letter finished with our formatting standards should appear, with that of your correspondence.

Thank you,

James



JAMES T. DRINKARD
ASSISTANT CITY ADMINISTRATOR
PHONE: 678.297.6014
CELL: 770.632.1748
FAX: 678.662.3283
EMAIL: jlinkan@alpharetta.gov
2 Park Plaza
Alpharetta, GA 30009
Phone: 678.297.6000
www.alpharetta.ga.gov

Email



OTHER LOGO USE EXAMPLES

Following are examples of common uses and applications of the City of Alpharetta logo.







STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kim Z. Manning

Meeting Date: December 18, 2023

AGENDA ITEM:

2024 Fulton County Arts & Culture Grant

Consideration of approval for the Recreation, Parks and Cultural Services Department to apply for the 2024 Fulton County Arts & Culture Grant in the amount of \$20,000 and with a match of \$12,000 in City of Alpharetta funding from the FY2024 and FY2025 operating budgets, and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the Recreation, Parks and Cultural Services Department to apply for the 2024 Fulton County Arts & Culture Grant in the amount of \$20,000 and with a match of \$12,000 in City of Alpharetta funding from the FY2024 and FY2025 operating budgets, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: UP TO \$12,000

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
PROFESSIONAL SERVICES - CITY SUPPORTED EVENTS FY24 (10061350-521200-RCA03)	\$6,000.00
PROFESSIONAL SERVICES - CITY SUPPORTED EVENTS FY25 (10061350-521200-RCA03)	\$6,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
FULTON COUNTY CONTRACT FOR SERVICES GRANT – IF AWARDED FULL GRANT	\$20,000.00
N/A	\$0.00

ITEM DESCRIPTION:

Alpharetta Music Match has provided live music in Alpharetta with 50 performances in 2023 (4-5 per month). Performances are held in varying venues, restaurants, and outdoors spaces throughout the City of Alpharetta. The Alpharetta Music Match program was established under the Alpharetta Music Project Strategy (“AMPS” – a three-year strategy from 2018 - 2021 which also included “Alpharetta Music City” branding strategy).

The city was awarded the Alpharetta Music Match Grant in 2022, 2021, 2019, and 2018. Due to deadline that did not align between City and County, we were unable to apply in 2023, but we utilized operating funds to continue the program.

The Music Match program provides a mutually beneficial process for musicians, venues, producers, and residents. For each live music booking: musicians are paid \$150 up to \$300 per performance depending on their level of experience; the venues pay a \$25 fee to process the online application; a music producer matches, schedules & supervises the musicians & venues for \$150 per show; and residents enjoy year-round- free music throughout the City of Alpharetta.

For the 2024 Fulton County Grant Cycle, staff would like to request \$20,000 in Grants Funds from Fulton County. In turn we will agree to support the program with \$12,000 from our operating budget for a goal of 60 Live Music Performances from Jan-Dec 2024. We will split the City funds: \$6,000 in FY2024 and \$6,000 in FY2025.

Fulton County may award the City of Alpharetta grant funds less than \$20,000. If this should occur, we will restructure the program to match the awarded funds. For example, Fulton County awards the City \$10,000 in grant funds, then the City will provide \$6,000 from FY2024 and \$6,000 from FY2025 from the operating budget to offer approximately 45 Live Music Performances from Jan-Dec 2024.

ALTERNATIVES:

If we do not apply for the grant funds, we will utilize \$12,000 operating funds with \$6,000 in FY2024 & FY2025 to produce approximately 20 Live Music Performances in 2024.

ATTACHMENTS:

1. Alpharetta Music Match_Line Up March through Dec 2023
2. Examples Music Match Instagram Marketing_2023

2023 Music Match Bookings

Live Music Match

MAR 13, 7PM | FIRE & THE KNIFE @ TRUCK & TAP
MAR 17, 8PM | LAYNE DENTON @ MERCANTILE SOCIAL
MAR 27, 7PM | TREVOR STARTT @ MINNIE OLIVIA
APR 1, 7PM | JON OSWALD @ CLOTHES HORSE
APR 2, 8PM | SAM BYBEE @ CHIRINGA
APR 10, 6PM | MARIA DEIRISARRI @ SPIRITED BOUTIQUE
APR 15, 7PM | CARIBBEAN STEEL @ LAPEER
APR 17, 1PM | TRISHA ADAMS @ FOUR FAT COWS
APR 18, 1PM | CODY MARLOWE @ JINYA RAMEN BAR
APR 22, 6PM | KATE COLEMAN @ WHERE'S THE SCOOP
APR 22, 6PM | DREW THAMS @ RESTAURANT HOLMES
APR 25, 1PM | JARED MUNDAY @ CENTRAL CITY TAVERN
APR 30, 8PM | KURT LEE WHEELER @ BRANCH & BARREL



Live Music Match

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



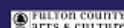
Live Music Match

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



Live Music Match

OCT 2, 8PM | CROOKED JONES @ TRUCK & TAP
OCT 3, 11AM | MILDLY AGGRESSIVE FOLK @ SOUTHERN PORCH
OCT 8-9 | WIRE AND WOOD FESTIVAL
OCT 9, 11AM | CHAYSE PANNELL @ ALPHARETTA ARTS CENTER
OCT 15, 7PM | ARLO FINCH @ MINNIE OLIVIA
OCT 21, 7PM | SAM BYBEE @ TRUCK & TAP
OCT 24, 12PM | TREY WRIGHT @ FLATLANDS
OCT 30, 8PM | MIC LARRY BAND @ TRUCK & TAP
NOV 5, 7PM | MITCHELL PHILLIPS @ CHIRINGA
NOV 6, 7PM | CALEB WOLFE @ BARLEYGARDEN
NOV 13, 12PM | CHAD WILLIAM @ JINYA
NOV 13, 7PM | ANDERLAN @ CHIRINGA
NOV 18, 7PM | JARED MUNDAY @ THE CLOTHES HORSE
NOV 24, 7PM | AARON GIBSON @ CENTRAL CITY TAVERN
DEC 2, 7PM | KURT WHEELER @ TRUCK AND TAP
DEC 2, 12PM | ANNA SHINHOLSTER @ CITY CENTER



DEC 6, 8PM | ANSLEY FAIN @ CHIRINGA
DEC 11, 11AM | BEN BOSTICK @ JINYA
DEC 11 | CHAYSE WENT SOLO @ BARLEYGARDEN



Live Music Match
ALPHARETTA MUSIC CITY

陣 JINYA
RAMEN BAR

Rocco Gorelik
Sat, Jun 3 | 7-9 pm

ALPHARETTA
FULTON COUNTY
arts & culture
ALPHARETTA
CONVENTION & VISITOR BUREAU

A poster for a live music match featuring Rocco Gorelik. The background is a blue gradient with a guitar neck visible on the right. Rocco is wearing a grey baseball cap and a blue tank top. The event is at Jinya Ramen Bar. Logos for Alpharetta, Fulton County Arts & Culture, and the Alpharetta Convention & Visitor Bureau are at the bottom.



Live Music Match
ALPHARETTA MUSIC CITY

BARLEYGARDEN
KITCHEN & CRAFT BAR

Cody Marlowe
Sat, May 6 | 2-4 pm

ALPHARETTA
FULTON COUNTY
arts & culture
ALPHARETTA
CONVENTION & VISITOR BUREAU

A poster for a live music match featuring Cody Marlowe. The background is a brick wall with graffiti. Cody is wearing a grey t-shirt, a black hat, and sunglasses. The event is at Barley Garden Kitchen & Craft Bar. Logos for Alpharetta, Fulton County Arts & Culture, and the Alpharetta Convention & Visitor Bureau are at the bottom.



Live Music Match
ALPHARETTA MUSIC CITY

TRUCK & TAP
FOOD TRUCKS • CRAFT BEER

Jacob Harshman Band
Fri, May 26 | 8-11 pm

ALPHARETTA
FULTON COUNTY
arts & culture
ALPHARETTA
CONVENTION & VISITOR BUREAU

A poster for a live music match featuring the Jacob Harshman Band. The background is a dark, moody image of a man playing a guitar. The event is at Truck & Tap. Logos for Alpharetta, Fulton County Arts & Culture, and the Alpharetta Convention & Visitor Bureau are at the bottom.

Live Music Match
ALPHARETTA MUSIC CITY



THE HAMILTON
ALPHARETTA, GA

Keefe Klug
Sat, Sept 9 | 5-7 pm

ALPHARETTA
FULTON COUNTY
ARTS & CULTURE
ALPHARETTA
COMMUNITY & VISITOR BUREAU

Live Music Match
ALPHARETTA MUSIC CITY



AVALON
EST. 2004

Julie Koenig
Thu, Jun 22 | 7-8 pm

ALPHARETTA
FULTON COUNTY
ARTS & CULTURE
ALPHARETTA
COMMUNITY & VISITOR BUREAU

Live Music Match
ALPHARETTA MUSIC CITY



FOGÓN AND LIONS
TRADES IN 1990

Surrender Hill
Thu, Oct 26 | 7-9 pm

ALPHARETTA
FULTON COUNTY
ARTS & CULTURE
ALPHARETTA
COMMUNITY & VISITOR BUREAU



Live Music Match
ALPHARETTA MUSIC CITY

THE CITY OF
ALPHARETTA
ARTS CENTER

Trey Wright
Sat, Dec 2 | 5-7 pm

ALPHARETTA
FULTON COUNTY arts & culture
ALPHARETTA
CONVENTION & VISITORS BUREAU



Live Music Match
ALPHARETTA MUSIC CITY

Colletta
ITALIAN FOOD & WINE

Jesse Williams
Sun, Sept 3 | 6-8 pm

ALPHARETTA
FULTON COUNTY arts & culture
ALPHARETTA
CONVENTION & VISITORS BUREAU



Live Music Match
ALPHARETTA MUSIC CITY

Foster Greene
Tue, Oct 31 | 10:30 am -12:30 pm

SeniorServices
NORTH FULTON
MEALS ON WHEELS • TRANSPORTATION SERVICES • SENIOR CENTERS

ALPHARETTA
FULTON COUNTY arts & culture
ALPHARETTA
CONVENTION & VISITORS BUREAU



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Kurt Kirby

Meeting Date: December 18, 2023

AGENDA ITEM:

Request for Proposal 24-104 and Contract Award: Mid-Broadwell Park Playground

Consideration of approval of the award of Request for Proposal 24-104 and corresponding contract to Kompan, Inc. for the construction of the playground at Mid-Broadwell Park in the amount of \$159,953.26 and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of Request for Proposal 24-104 and corresponding contract to Kompan, Inc. for the construction of the playground at Mid-Broadwell Park in the amount of \$159,953.26 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$159,953.26

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Mid-Broadwell Park (31861150-41500-C2217	\$107,872.26
Parks Playground Equipment (30161150-541500-C1806	\$52,081.00

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

BACKGROUND:

In 2016 the citizens of Alpharetta passed a bonded referendum that provided the funding to the City of Alpharetta to purchase park land for future development. Two adjacent properties totaling 4.10 acres located at 1480 and 1490 Mid-Broadwell Road were purchased. In 2018, staff were given guidance by City Council to begin developing a concept that would build a Community Park for residents in the area. Once completed, the concept would be presented for public input for the purpose of receiving input from the public meeting. (Exhibit A; approved park concept)

On August 21, 2019 a successful public input meeting was held on the park site. At that meeting, young members of this community presented staff with a vision of what the playground area that to serve the children of this area. This detailed story board presented a natural playground complete with a water table that kids could enjoy. Staff were so impressed with the hard work that these young park advocates did that they were invited to participate in a playground vision meeting at the appropriate time. Staff's goal was to find a playground that matched the unique look of their vision with the durability that is needed for long-term performance.

After the review process was completed, council approved a contract with Pond and Company to design the park in January 2020. During the design phase it was determined that the development of the park would be a phased approach. Phase 1 would provide the restroom using the existing parking area. When funding became available,

phase 2 would complete the parking area, and Phase 3 would develop the playground and trail.

In November of 2021, the citizens of Alpharetta passed another Parks Bond that provides the funding to complete the development of Mid-Broadwell Park. At this point, City staff pursued the completion of the design and construction of the park. In the spring of this year, the City received bids to complete the infrastructure, to include the construction of the parking lot and the site preparation of the playground of the park. Due to budget concerns, it was decided not to include the playground in the bid package. Also, not including it in the bid avoided the contractor markups, which would allow more funds for the actual playground equipment. After the contract for the park build out was finalized, it was determined that a budget of \$160,000.00 would provide the playground that was expected. A request for proposal would ask playground companies to provide the best value of materials and equipment for the full budget amount available.

In August of this year, an RFP was published by our Finance department seeking proposals to provide a playground for a cost of \$160,000.00 with the following criteria: Inclusivity that encourages playing together, a standalone water play table, components for ages 2-5 and ages 5-12 (Do not include Horizontal bars), components that are made of natural materials (50% wood materials) with a Tree House look, Swing bays to accommodate belt swings, a toddler swing, and inclusive play, and signage designating appropriate ages for play space and general playground rules.

RFP 24-104 was closed to submissions on September 21, 2023. The City received a total of five (5) responses which were submitted to the Evaluation Committee made of experienced Certified Playground Safety Inspectors from Alpharetta Recreation Parks and Cultural Services Department for review and ranking. The Evaluation Committee reviewed the submission until October 12, 2023 and calculated by the Finance Department. Each proposal was evaluated based on the following criteria: Design, Concept, Creativity (25%), Project Approach and Timeline (20%), Quality, Value of Equipment Relative to Budget (22%), References and Completed Project Examples (30%), Local Vendor Preference (3%).

The resulting scores were as follows (Exhibit C; Scoring Summary)

kompan.com	86.33 pts
Bliss Products and Services, Inc	75.67 pts
Playground Creations	58.33 pts
Playcore Wisconsin, Inc dba Gametime	57.33 pts
Great Southern Recreation	51.83 pts

The committee agreed that the proposals determined that one playground company, Kompan, Inc., best met the criteria intent in overall design, materials, necessary durability and construction timeline. (Exhibit B; final playground layout). After receiving favorable references, the committee recommended that the City enter contract negotiations with Kompan, Inc. for the design/build of the Mid-Broadwell Park playground.

RECOMMENDATION EXPLANATION:

The original intent was to include the playground selection as a part of the over park construction contract; however, the recent elevated construction costs make it more cost-effective to work directly with a playground company. By doing so, the city will have the ability to maximize equipment installed in the playground. The total cost of the playground, including the equipment, installation, and safety surfacing, will cost \$159,953.26. There is \$107,872.26 available in the Mid-Broadwell Park bond account, which will be over two thirds of the cost for the proposed playground. Staff will utilize the existing Parks Playground Equipment capital account to pay the difference. (Exhibit D; cost proposal).

ALTERNATIVES:

There is one alternative to this recommendation:

1. Deny the contract for construction.

ATTACHMENTS:

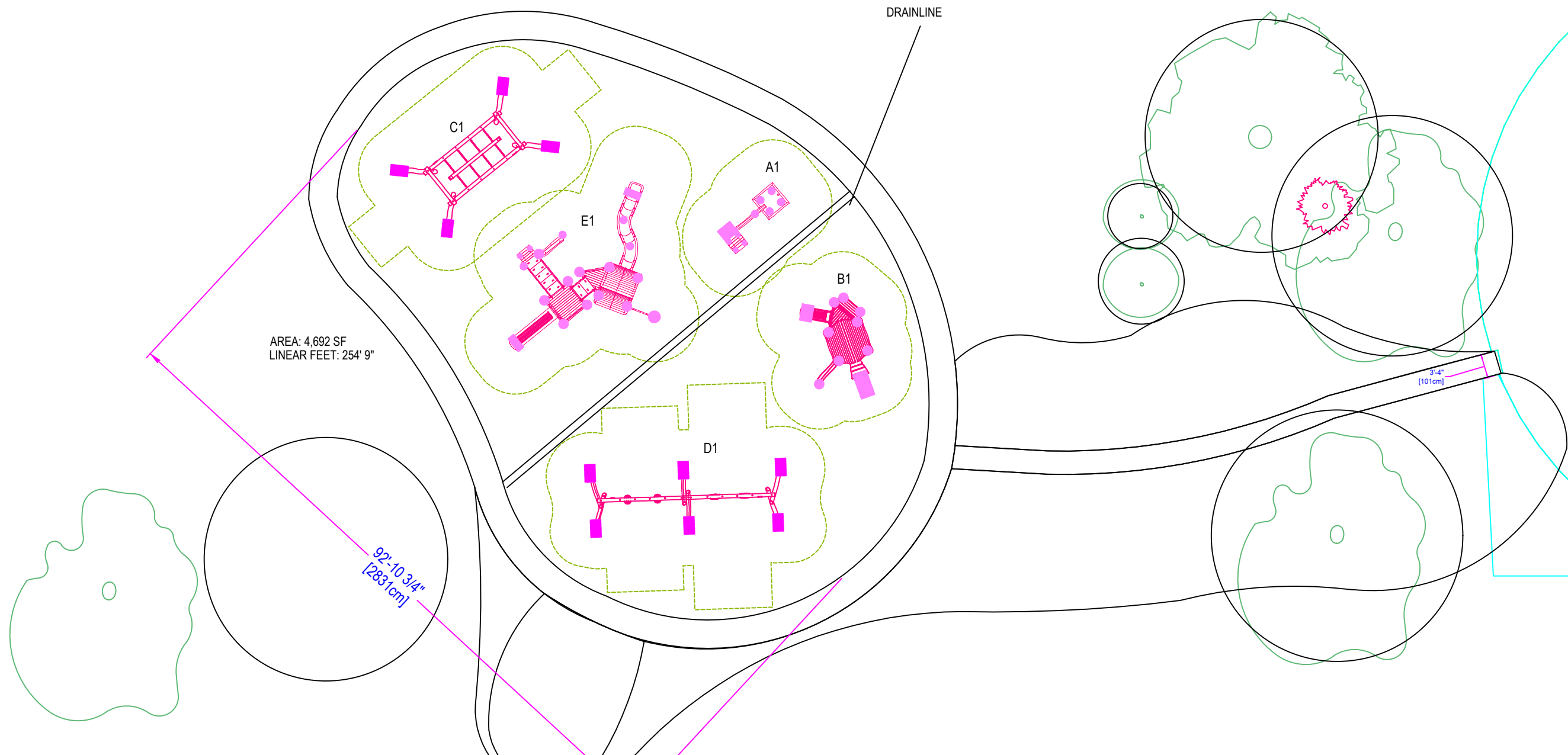
1. Exhibit A; Approved Park Concept

2. Exhibit B; Final Playground Design
3. Exhibit C; Scoring Summary
4. Exhibit D; Cost Proposal
5. Exhibit F; 24-104-Kompan Contract-FINAL

- 1** PARKING LOT - PERMEABLE PAVERS
- 2** ADA CONCRETE SIDEWALK
- 3** EVERGREEN SCREEN
- 4** EXISTING RESTROOM
- 5** NATURE-THEMED PLAYGROUND
- 6** WATER PLAY ELEMENT
- 7** PICNIC TABLE UNDER SHADE STRUCTURE
- 8** SWING BENCH
- 9** BENCH
- 10** SLATESCAPE TRAIL
- 11** SLATESCAPE NATURE PLAY TRAIL - ADA ROUTE
- 12** OPEN PLAY LAWN

0 15' 30' 60' 90'

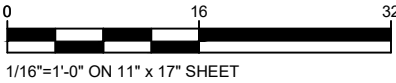




#	Product Number	Product Name	M.F.H.	Count
A	NRO508-xx01	Water Channel with Splash Table	1' 9"	1
B	NRO417-xx21	Little Hen's House	1' 11"	1
C	NRO915-xx01	Cocowave Rope Pendulum Swing	10' 9"	1
D	NRO924-CUSTOM-20226045	Swingset	9' 6"	1
E	NRO2008-xx21	The Witch's Tower	9' 10"	1

Broadwell Park Playground

Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2" OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2021 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

REVIEW BY: DESIGN	DATE: 05/25/22	SHEET: L2.0
REPS NAME: Tyson Whitley	DRAWN BY: HenSco	
REV. NO. 4	REV. BY: MitMur	REVISION NOTES: adjust placement for drain
		REVISION DATE: 06/13/23

LAYOUT IS IN ACCORDANCE WITH ASTM F1487











24-104 - Mid-Broadwell Park Playground Equipment Design/Build Scoring Summary

Active Submissions

	Total	B-1 - Technical Proposal, Project Approach	B-2 - References & Completed Project Examples	C-1 - Design, Concept & Creativity	C-2 - Quality & Value
Supplier	/ 100 pts	/ 20 pts	/ 30 pts	/ 25 pts	/ 25 pts
kompan.com	86.33	18	25	21.67	21.67
Bliss Products and Services, Inc	75.67	15.33	22	19.17	19.17
Playground Creations	58.33	7.333	21	17.5	12.5
Playcore Wisconsin, Inc dba Gametime	57.33	14.67	21	9.167	12.5
Great Southern Recreation	51.83	10.67	17	11.67	12.5

Sales Proposal

City of Alpharetta Parks and Rec
kurt Kirby
2 South Main Street
Alpharetta, GA 30009

Quote No. SP123518-16
Customer No. C0010223
Document Date 08/25/2023
Expiration Date 10/24/2023

Sales Representative Tyson Whitley
E-Mail TysWhi@Kompan.com
Phone No. 470-583-6657 / 800-426-9788

Project Name US286025 Broadwell Park Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>Equipment</u>					
<u>NRO508-0601</u> 	Water Channel with Splash Table - Untreated In-ground 60cm	1 Pieces	7,880.00	20.00	6,304.00
<u>NRO417-1001</u> 	Little Hen's House - Untreated In-ground 100cm	1 Pieces	19,440.00	17.14	16,108.00
<u>NRO2008-1001</u> 	The Witch's Tower - Untreated In-ground 100cm	1 Pieces	56,670.00	18.69	46,080.70
<u>NRO924-CUSTOM</u> 	Swing Frame, 4 seats - 2 Bay - 2 Singles & 2 Baby 20221042	1 Pieces	7,640.00	20.00	6,112.00
<u>NRO915-1001</u> 	Cocowave Rope Pendulum Swing - Untreated In-ground 100cm	1 Pieces	15,960.00	21.00	12,608.40
FREIGHT	Freight	1 Pieces	13,369.10		13,369.10
US ROBINIA SERVICE	Robinia Service Program included in sales price				

Sales Proposal

City of Alpharetta Parks and Rec
kurt Kirby
2 South Main Street
Alpharetta, GA 30009

Quote No. SP123518-16
Customer No. C0010223
Document Date 08/25/2023
Expiration Date 10/24/2023

Sales Representative Tyson Whitley
E-Mail TysWhi@Kompan.com
Phone No. 470-583-6657 / 800-426-9788

Project Name US286025 Broadwell Park Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-PERFORMANCE BOND	Payment and Performance Bond	1 Pieces	3,206.95		3,206.95
<u>Installation</u>					
INSTALL SPECIAL	Install of Kompan Equipment	1 Pieces	35,105.00	5.00	33,349.75
<u>Surfacing</u>					
US-TFG-GANO-14-01	EWFF&FF/CFH 14'/12"comp. EWFF+1 LAYER OF FF/CFH 14'	4,800 Sq. Feet	1.66	5.00	7,569.60
US-TFG-FREIGHT	Freight for EWF Surfacing	1 Pieces	1,304.00		1,304.00
INSTALL SPECIAL	Install of EWF & FF Up to 240 Cubic Yards	240 Pieces	23.08	5.00	5,262.24
US-MISC-SERVICES	Bid Bond	1 Pieces	8,678.518		8,678.52

Notes

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Please allow 9-11 weeks for product delivery upon order placement.

Sales Proposal

City of Alpharetta Parks and Rec
kurt Kirby
2 South Main Street
Alpharetta, GA 30009

Quote No. SP123518-16
Customer No. C0010223
Document Date 08/25/2023
Expiration Date 10/24/2023

Sales Representative Tyson Whitley
E-Mail TysWhi@Kompan.com
Phone No. 470-583-6657 / 800-426-9788

Project Name US286025 Broadwell Park Playground

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

Pricing valid with an approved Kompan Site Plan

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		107,590.00	20,376.90	87,213.10
Subtotal - Sitework		8,678.52		8,678.52
Subtotal - Surfacing		9,272.00	398.40	8,873.60
Subtotal - Installation		43,851.15	2,032.21	41,818.94
Subtotal - Freight		13,369.10		13,369.10
Total USD				159,953.26

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Broadwell Park Playground
Kurt Kirby
1480 Mid Broadwell Road
Alpharetta, GA 30009
Phone No. 770-871-9195

Sales Proposal

City of Alpharetta Parks and Rec
kurt Kirby
2 South Main Street
Alpharetta, GA 30009

Quote No. SP123518-16
Customer No. C0010223
Document Date 08/25/2023
Expiration Date 10/24/2023

Sales Representative Tyson Whitley
E-Mail TysWhi@Kompan.com
Phone No. 470-583-6657 / 800-426-9788

Project Name US286025 Broadwell Park Playground

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

CONTRACT AGREEMENT MID-BROADWELL PARK PLAYGROUND DESIGN/BUILD

This Contract for Services for the City of Alpharetta is made and entered into and is effective _____, made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **KOMPAN, INC.** with its principal office located at 605 W Howard Lane, Suite 101, Austin, TX 78753-9786 (hereinafter, "CONTRACTOR").

1. Contract Documents. The Contract Documents consist of this Contract for Services for the City of Alpharetta (the "Contract"), the City's Request for Proposal No. 24-104, dated August 17, 2023 (the "RFP"), including any addenda thereto, and the Contractor's Proposal, dated September 19, 2023, and Contractor's Sales Proposal Quote No. SP123518-14, all of which 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. In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern.
2. Scope of Services. The Contractor's duties and scope of services (the "Work"), in general, include the following: provide a turn-key playground design and build at Mid-Broadwell Park located at 1480 Mid-Broadwell Road in Alpharetta. In the design concept, the following needs to be provided: inclusivity for all abilities, natural play elements, play equipment that challenges ages 2-12, a water feature, and swings. This project consists of the design, procurement and installation of a playground system, including play-safe mulch. The design must match the look and feel of a natural playground.
3. Contract Prices. In accordance with the costs established in Contractor's Cost Proposal and as finally awarded by the City, the City shall pay Contractor a fixed fee in the amount of **ONE HUNDRED FIFTY-NINE THOUSAND, NINE HUNDRED FIFTY-THREE DOLLARS AND 26/100 (\$159,953.26)** for Contractor's performance of Work. This price includes the full development and provision of all deliverables as specified in the 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, Georgia 30009

Attn: Kurt Kirby, kkirby@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the Commencement of Work (defined in Section 4). 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 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 and/or for any liquidated damages due to the City. 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 Services and Final Completion.

- (a) Commencement of Services. The City shall not become obligated to pay for the Work prior to execution of this Contract, and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.
- (b) Final Completion. When all the Work is finally complete, and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed ("Final Completion"), subject to other terms and provisions hereof, the Contractor shall be entitled to payment of the Contract Price following submittal of the invoice as set forth in Section 3. Warranty of the materials/product and labor required by this Contract shall commence upon the date of Final Completion.
 - i. Time for Performance and Contract Term. Contractor shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as otherwise specified in the Notice to

Proceed, continuously pursue the Work without interruption to completion, and fully complete the Work (i.e., achieve final completion) **within one hundred ten (110) calendar days** of Commencement of Work following receipt of the Notice to Proceed.

- (c) Delay Caused by City. If the completion of the Work is delayed by actions of the City, then and in such event, the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
- (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

5. Duration of Contract.

- (a) Contract Extension. If the completion of this Contract is delayed by actions of the City, then and in such event, the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

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 expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the 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 Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature.

8. Covenants. Contractor covenants that Contractor shall:

- a. 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;
 - b. 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;
 - c. perform all services under this Contract 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
 - d. owe its primary duty of loyalty to the City 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.
9. 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.
10. 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 coverage for a minimum term of two (2) years following final completion), 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 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.
- v. Professional Liability (Errors & Omissions) insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering professional services rendered by the Contractor to the City, including, but not limited to, design, engineering, consulting, and construction management services. Such coverage shall be kept and remain in force for the term of this Contract and for a period of two (2) years following completion of the Work. The policy shall have a retroactive date that precedes the effective date of this Contract or the Commencement of Work under this Contract, whichever is earlier, and such retroactive date shall not be advanced when the policy renews. If the policy is cancelled or non-renewed for any reason and not replaced with a policy supplying coverage for prior acts, which include Contractor's performance of the professional services under this Contract, Contractor shall purchase extended reporting period or tail coverage to cover claims reported for no less than two (2) years after completion of the Work. The policy shall include such other coverage as reasonably required by the City.

- (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 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 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.
11. 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 Contractor's, or its officers', agents', employees' or subcontractors', performance or non-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. Performance and Payment Bonds. Prior to or at the time of execution of this Contract, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract, including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract. If the City, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of City providing written notice of such determination to Contractor. Further, City shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.
12. 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. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the City, which consent shall not be unreasonably withheld. 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 that 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.
13. 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 the provisions of Section 11 (*No Subcontractors*) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor 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).

14. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person's immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
15. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City 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.
16. 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:

Kompan, Inc.
605 West Howard Lane, Suite 101
Austin, TX 78753
Attn: Eric Lewis
erilew@kompan.com

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

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Morgan Rodgers
678-297-6103
mrodgers@alpharetta.ga.us

(c) With a copy to City's Project Manager:

City of Alpharetta
Recreation, Parks & Cultural Services Department
2 Park Plaza
Alpharetta, GA 30009
Attention: Kurt Kirby
678-297-6162
kkirby@alpharetta.ga.us

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. 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?IS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.
- (b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:
- i. Contractor, if providing the physical performance of services under this contract, 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.

18. 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 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. 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.

- (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.

(Signatures on following page)

CONTRACT NAME: Mid-Broadwell Park Playground Design/Build
CONTRACT NO. 24-104

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.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

KOMPAN, INC.

By: _____
Eric Lewis, Treasurer

By: _____
Edward Wright, Secretary



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: December 18, 2023

AGENDA ITEM:

Memorandum of Understanding: Home by Dark

Consideration of approval of a Memorandum of Understanding between the City of Alpharetta and Home by Dark Productions, LLC for talent, production, sound, lighting, public relations, and marketing for the 2024 Brooke Street Park Concert Series and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve, as presented, the Memorandum of Understanding between the City of Alpharetta and Home by Dark for talent, production, sound, lighting, public relations, and marketing for the 2024 calendar year Brooke Street Park Concert Series and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: THE MEMORANDUM OF UNDERSTANDING COMMITS THE CITY OF ALPHARETTA TO \$10,000 PER CONCERT FOR ALL TALENT, PRODUCTION, SOUND, LIGHTING, PR, AND MARKETING. \$30,0000 IN FUNDING HAS ALREADY BEEN APPROVED BY MAYOR AND COUNCIL FOR THE FY2024 BUDGET FOR APRIL 2024 THROUGH JUNE 2024 CONCERTS. DEPARTMENT STAFF WILL REQUEST APPROVAL FOR \$30,000 FOR THE JULY 2024 THROUGH SEPTEMBER 2024 SHOWS DURING THE FY2025 BUDGET APPROVAL AND ADOPTION PROCESS.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Professional Services - Brooke Street Park Concert Series (10061900-521200-RSE26)	\$30,000

EXTERNAL FUNDING SOURCES:

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

ITEM DESCRIPTION:

BACKGROUND:

Since 2018, the City has hosted an annual concert series in Brooke Street Park. Originally, talent for these performances was recruited individually. Early on, however, the network of musicians provided by James Casto with Home by Dark proved to be hugely successful and well-embraced by the Alpharetta community. By 2020, the City of Alpharetta could not deny that the performances fit perfectly with the City's vision for the concert series, and a strong working relationship was formed and formalized with Home by Dark.

In subsequent years, the City has continued to enter into an annual agreement in the form of a Memorandum of

Understanding (MOU) with Home By Dark for provision of talent, production, sound, lighting, public relations, and marketing for the Brooke Street Park Concert Series. The MOU has proven advantageous, with the show being the highlight of each month's schedule for Brooke Street Park, easily illustrated by the large turnout of people with blankets, chairs, and picnics for the free shows.

AGREEMENT FOR 2024:

The Department of Recreation, Parks & Cultural Services staff believe that the benefit of the MOU has proven itself each year. Staff recommends continuing the relationship with Home by Dark to provide quality entertainment for the City's residents and to further support the City's initiative of developing/positioning Alpharetta as a "Music City". As such, staff recommends renewal of the MOU between the City of Alpharetta and Home by Dark for calendar year 2024.

Under the agreement attached hereto, Home by Dark would provide talent, production, sound, lighting, public relations, and marketing for the City's 2024 Brooke Street Park Concert Series at a cost to the City of \$10,000 per show. Six shows are currently planned for the 2024 series, bringing the total potential value of the agreement to \$60,000. As the agreement term crosses Fiscal Year 2024 and 2025, however, current funding accounts for only the first three concert dates, while funding for the last three dates would be requested during the FY2025 budget process. This is the reason for the cost being based on a per concert rate rather than a total value for the series.

Show dates are currently planned for April 27, May 11, June 8, July 13, August 10, and September 14, 2024.

ALTERNATIVES:

There are three alternatives to the recommended action:

1. Discontinue the Brooke Street Park Concert Series.
2. Continue the Brooke Street Park Concert Series but task the Department of Recreation, Parks, and Cultural Services staff with recruiting talent and handling marketing and public relations for the series. This alternative would require that a separate contract be entered into with a vendor for provision of stage, sound, lighting, and day-of-event production. It is noted that, because Staff does not have the industry contracts possessed by a firm like Home By Dark, the quality of the concert series may be diminished and the additional work may require reprioritization of other programs and work.
3. Direct Staff to undertake a formal RFP process to solicit bids from qualified companies for provision of talent, production, sound, lighting, public relations, and marketing for the City's 2024 Brooke Street Park Concert Series.

ATTACHMENTS:

1. Home By Dark Memorandum of Understanding 2024

CITY OF ALPHARETTA
HOME BY DARK CONCERT SERIES IN BROOKE STREET PARK
2024 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is made on this _____ day of _____, 2023, by and between **Home By Dark Productions, LLC**, a Georgia limited liability company with principal office located at **420 Iron Mountain Road, Canton, Georgia 30115** (hereinafter referred to as "HBD") and **City of Alpharetta, Georgia**, a municipal corporation of the State of Georgia, of **2 Park Plaza, Alpharetta, Georgia 30009** (hereinafter referred to as "The City") for the purpose of achieving the various aims and objectives relating to the Home By Dark Summer Concert Series (the "Project"). HBD and The City may be collectively referred to herein as the Partners (the "Partners").

WHEREAS HBD and The City desire to enter into an agreement in which HBD and The City will work together to complete the Project; and

WHEREAS HBD and The City are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project.

NOW, THEREFORE, the Partners acknowledge that a contractual relationship between the parties is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

A. Services to be rendered by HBD include:

- a. Concert Production on six (6) dates listed below, in Brooke Street Park, the park immediately to the east of Alpharetta City Hall
 - i. Saturday, April 27, 2024 at 7:30 PM
 - ii. Saturday, May 11, 2024 at 7:30 PM
 - iii. Saturday, June 8, 2024 at 7:30 PM
 - iv. Saturday, July 13, 2024 at 7:30 PM
 - v. Saturday, August 10, 2024 at 7:30 PM
 - vi. Saturday, September 14, 2024 at 7:30 PM
- b. Promotion via email blasts, social media, and during live concerts
 - i. To include the City and Alpharetta Convention and Visitors' Bureau ("ACVB") mention in posts, eblasts and other marketing efforts
 - ii. Bi-monthly E-blasts (approx. 2,600 subscribers)
 - iii. Social Media Channels – Instagram ("IG"), Facebook ("FB"), and Twitter. Create event for each concert date and invite City to be co-host
 - iv. Live Concert dates and audience (dates posted via online calendar)
 - v. Live Concert promotional methods (stage mentions/collateral can be posted if made available by ACVB or City)

B. Services to be rendered by The City include:

CITY OF ALPHARETTA
HOME BY DARK CONCERT SERIES IN BROOKE STREET PARK
2024 MEMORANDUM OF UNDERSTANDING

- a. Concert location: Brooke Street Park
- b. Marketing
 - i. City of Alpharetta
 - 1. Website
 - a. Listed with HBD logo and link to HBD website.
 - 2. Social Media
 - a. Will be co-host to FB event created by HBD on City and Department FB and IG and may also create or share post(s) in connection to announcement press release.
 - b. Will promote the event throughout season – minimum of 1 per show.
 - 3. Print
 - a. Will draft press release and send out to local print publications (to announce with other city events, not a release specific and exclusive to the Home By Dark Summer Concert Series)
 - 4. E-Newsletter
 - a. Promotion of press release in the City’s weekly e-newsletter, sent via email and also posted on City’s FB page.
 - ii. Communication to the ACVB for purposes of inclusion in the ACVB website and social media outlets.
- c. Trash cleanup
- d. Restroom facilities located on the ground level of Alpharetta City Hall
- e. Electrical service provided by the City’s on-call electrician.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual contributions at the start of the planning of the Project.

- A. HBD agrees to provide the following financial, material and labor resources in respect of the Project:
 - a. Audio
 - b. Stage lighting
 - c. Talent acquisition
 - d. Show programing.
- B. The City hereby agrees to provide the following financial, material and labor resources in respect of the Project:
 - a. Funding (\$60,000)
 - i. \$10,000 per show, for a total of \$60,000 from The City of Alpharetta during calendar year 2024
 - ii. To be invoiced in two increments by HBD, separately to the City of Alpharetta, on the following dates:
 - 1. \$30,000 on Monday, May 6, 2024
 - 2. \$30,000 Monday, July 8, 2024

CITY OF ALPHARETTA
HOME BY DARK CONCERT SERIES IN BROOKE STREET PARK
2024 MEMORANDUM OF UNDERSTANDING

- b. Trash cans and staff to maintain.
- c. Electrical service provided by the City's on-call electrician.
- d. Restroom facilities located on the ground level of Alpharetta City Hall
- e. Green room located in the breakroom on the lower level of Alpharetta City Hall

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both Partners. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Insurance

HBD is to maintain commercial general liability insurance Commercial General Liability Insurance with minimum limits of \$1,000,000 combined single limit per occurrence and \$1,000,000 in the aggregate. HBD provide the City with proof of commercial general liability insurance or event insurance that names, as additional insured, the "City of Alpharetta, its officers, employees, and agents" and any other public entities (e.g., County, volunteers, etc.) impacted by the Project with waiver of subrogation in regard to workers compensation. Insurance coverage must be maintained for the duration of the event including setup and cleanup dates.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from January 1, 2024, until September 14, 2024. The term can be extended only by written agreement of all the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Georgia.

CITY OF ALPHARETTA
HOME BY DARK CONCERT SERIES IN BROOKE STREET PARK
2024 MEMORANDUM OF UNDERSTANDING

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a) Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b) In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c) To the extent possible, each Partner will participate in the development of the Project.
- d) This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- e) This Memorandum will be effective upon the signature of both Partners.
- f) Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner within 30 days of termination.

The following Partners support the goals and objectives of the Home By Dark Downtown Alpharetta Concert Series:

Signatories

This Agreement shall be signed on behalf of Home By Dark Productions, LLC. by James Casto, Owner, and on behalf of City of Alpharetta, Georgia by Morgan Rodgers. This Agreement shall be effective as of the date first written above.

**CITY OF ALPHARETTA
HOME BY DARK CONCERT SERIES IN BROOKE STREET PARK
2024 MEMORANDUM OF UNDERSTANDING**

HOME BY DARK PRODUCTIONS, LLC

CITY OF ALPHARETTA, GEORGIA

By: _____
James Casto, Owner

By: _____
Jim Gilvin, Mayor

APPROVED AS TO SUBSTANCE:

By: _____
Chris Lagerbloom, City Administrator

APPROVED AS TO FORM:

By: _____
Jennifer McCall, City Attorney



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Christine Young

Meeting Date: December 18, 2023

AGENDA ITEM:

Memorandum of Understanding: Parks Without Borders for the City of Johns Creek and City of Alpharetta
Consideration of approval of the 2024 Parks Without Borders Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the 2024 Parks Without Borders Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: IT IS BELIEVED THE AGREEMENT HAS HAD AND WILL CONTINUE TO HAVE A POSITIVE FISCAL IMPACT ON THE CITY OF ALPHARETTA. CURRENTLY, THE CITY'S RECREATIONAL SPORTS PROGRAMS ARE AVAILABLE TO ALL NEIGHBORING RESIDENTS AT A NON-RESIDENT RATE, BUT PARTICIPATION CAN BE MINIMALLY BENEFICIAL WHEN THE PROGRAMS AND FACILITIES ARE NOT EASILY ACCESSIBLE TO NON-RESIDENTS. FORTUNATELY, ALPHARETTA AND JOHNS CREEK ARE NEIGHBORING CITIES WITH PARKS AVAILABLE ON THEIR ADJOINING BORDERS AND BOTH BOAST QUALITY RECREATIONAL SPORTS PROGRAMS. ALLOWING EACH CITY TO EXPAND THROUGH SIMPLE SHARING RAISES THE NUMBER OF AVAILABLE FACILITIES AND PROGRAMS AT NO COST TO EITHER CITY, INCREASES REVENUE THROUGH PARTICIPATION, AND IS AN EFFECTIVE WAY TO ENHANCE THE PROGRAM AND ULTIMATELY, THE QUALITY OF LIFE FOR RESIDENTS.

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

BACKGROUND:

The cities of Alpharetta and Johns Creek offer exceptional recreation programs and, throughout the years, have each experienced a high level of citizen engagement in recreational youth softball, baseball, soccer, and lacrosse.

As resident participation continued to grow, eventually exceeding either city's bandwidth, the adjoining cities discovered that sharing certain programs and facilities would permit both cities to meet the increased demand.

Formalized as the "Parks Without Borders" Memorandum of Understanding (MOU), the agreement permits residents in either city to enjoy the neighboring city's recreational youth softball, baseball, soccer, and lacrosse programs at the respective city's resident rates, provided space is available. Residents of each city would have priority to register for their city's programs, after which residents of the other city will have priority. Lastly, an open registration period for non-Alpharetta and non-Johns Creek residents will begin. Additionally, the MOU has permitted full-time employees of each partner city and their immediate family members living in the same household to be considered residents of the city in which they are employed, granting access to youth softball, baseball, and lacrosse programs at the respective city's resident rates. It is important to note the MOU is limited to recreational sports programs only and does not include travel programs.

RECOMMENDATION EXPLANATION:

To continue fostering the relationship between the two cities and for the added benefit brought to residents, Alpharetta and Johns Creek city staff are recommending renewal of the MOU attached hereto as the City of Alpharetta & City of Johns Creek Parks Without Borders Memorandum of Understanding.

ALTERNATIVES:

There is one alternative to this recommendation:

1. Not renewing the longstanding Memorandum of Understanding (MOU) between the Cities of Alpharetta and Johns Creek. It is believed this would be a viable choice should the MOU prove no longer beneficial to the two participating cities. Choosing not to renew the agreement would temporarily require each city to work within its own ability to offer exceptional recreational sports programs. To do so in the interim, each city may be required to limit the participation of residents in the programs to avoid losing quality due to quantity. In the long term, Alpharetta would determine if additional facilities could be either identified or constructed within the city's limits or explored through the possibility of sharing programs with other neighboring communities, such as Roswell or Milton.

ATTACHMENTS:

1. MOU Alpharetta Parks without Borders (2024)

PARKS WITHOUT BORDERS
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALPHARETTA AND THE CITY OF JOHNS CREEK

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Alpharetta, a municipal corporation of the State of Georgia, located at 2 Park Plaza, Alpharetta, Georgia 30009 (“Alpharetta”), and the City of Johns Creek, a municipal corporation of the State of Georgia, located at 11360 Lakefield Drive Johns Creek, GA 30097 (“Johns Creek”). Alpharetta and Johns Creek are sometimes referred to in this MOU individually as a “City” or collectively as the “Cities.”

WHEREAS, the Cities of Alpharetta and Johns Creek are adjoining communities in North Fulton County; and

WHEREAS, each City maintains and provides staff for its respective department within each City for the purpose of providing recreation and parks services; and

WHEREAS, the Cities have determined that it is to their best interest and mutual advantage to share certain programs and facilities.

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

1. GENERAL PURPOSE OF MOU.

The purpose of this MOU is to take another step to continue to foster a long-term mutually beneficial relationship between Alpharetta and Johns Creek as it relates to parks and recreation programs and services as a way to better serve the Cities’ respective citizens, offer a wider variety of recreational services, and grow the relationship between the Cities such that similar opportunities can be developed over time.

2. GENERAL RESPONSIBILITIES OF PARTIES.

(a) Alpharetta shall waive non-resident fees for Johns Creek residents who participate in Alpharetta’s recreational youth softball, baseball, lacrosse, and soccer programs, provided space is available.

(b) Johns Creek shall waive non-resident fees for Alpharetta residents who participate in Johns Creek’s recreational youth softball, baseball, lacrosse, and soccer programs, provided space is available.

(c) Travel/select/club softball, baseball, lacrosse, and soccer programs are not included in this MOU.

(d) Residents of each City shall have first priority to register for their City's recreation programs (at least two (2) weeks before open registration). Residents of the other City shall have second priority to register for the recreational youth softball, baseball, lacrosse, and soccer programs (at least one (1) week before open registration). The open registration period for non-Alpharetta and non-Johns Creek residents shall begin after the priority registration ends.

(e) Full time employees of each partner City and their immediate family members living in the same household will be considered residents of the City in which they are employed. As residents of the partner City, eligible employees/family members may register for recreational youth softball, baseball, lacrosse, and soccer programs during the partner City's resident registration period and will pay resident registration fees. Each partner City will waive non-resident fees for the full-time employees and their immediate family members of the other City. To receive the non-resident fee waiver, an employee must provide proof of employment with the partner City when registering for the program. These guidelines are not applicable for part-time and seasonal employees, contracted vendors, and volunteers.

(f) The MOU shall become effective with registration for the Spring 2024 recreational youth softball, baseball, lacrosse, and soccer seasons and shall continue through registration for the Fall 2024 recreational youth softball, baseball, lacrosse, and soccer seasons.

(g) At the conclusion of each Spring season, Alpharetta, and Johns Creek officials (to include the Mayors and City Manager/Administrator, or their designees), shall evaluate the effectiveness of the MOU in meeting established goals. Officials shall evaluate participation in recreational youth softball, baseball, lacrosse, and soccer, and the other terms of the MOU to ensure they are fair and just for both parties. The parties shall exercise their best efforts to resolve any issues.

(h) Duration; Termination. The term of the MOU shall be for a period of one calendar year. This MOU shall take effect and be in full force on January 1, 2024, and shall terminate on December 31, 2024.

3. ADMINISTRATION.

(a) The parties place high value on regular, timely and full communications between themselves, and commit themselves to ensuring strong communication links through their actions.

(b) Each party will designate a single point of contact to coordinate all activities between the parties involved.

(c) Communication between the two parties at the highest level (Mayors, any Administrator/City Manager) will take place if judged necessary by the respective Recreation & Parks Director or Recreation Manager of each City.

(d) More specific delineations of roles, responsibilities, resources, and commitments concerning particular matters may be addressed in written guidelines approved by the Alpharetta Recreation

& Parks Director and the Johns Creek Recreation Manager, if such guidelines are consistent with the general purposes of this MOU.

(e) Unless otherwise provided for herein, this MOU does not impose specific program, resources, or budgetary obligations on either party.

4. OTHER PROVISIONS.

(a) Insurance. Each City shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this MOU.

(b) No Third Party Beneficiaries. There are no third party beneficiaries to this MOU. No person or entity other than a party to this MOU shall have any rights hereunder or any authority to enforce its provisions. Nothing in this MOU shall be deemed to waive either party's sovereign or other immunity.

(c) Relationship Between the Parties. In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this MOU. Each party represents that it has, or will secure all its expense, all personnel required in performing its service obligation under this MOU and that the acts of its employees performing the service under this MOU shall be the acts of employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other entity to this MOU, including, but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation or Unemployment Compensation.

(d) Severability. In the event any part or provision of this MOU is held to be invalid, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect.

(e) Applicable Law. This MOU shall be governed in all respects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year written below.

CITY OF ALPHARETTA, GEORGIA

Date: _____

By: _____

Jim Gilvin, Mayor

APPROVED AS TO FORM:

Molly Esswein, City Attorney

City of Alpharetta, Georgia

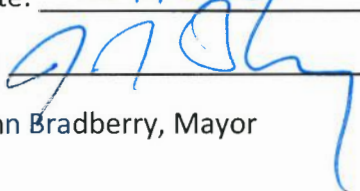
APPROVED AS TO CONTENT:

~~Morgan Rodgers, Recreation, Parks & Cultural Services Director~~ Chris Lagerbloom
City Administrator

City of Alpharetta, Georgia

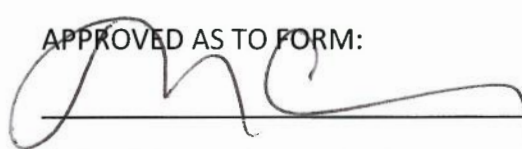
CITY OF JOHNS CREEK, GEORGIA

Date: 12.14.2023

By: 

John Bradberry, Mayor

APPROVED AS TO FORM:



Richard A. Carothers, City Attorney

City of Johns Creek, Georgia